

THE

C#
Second Part

Of the YOUNG
CLERKS GUIDE:

Or, a second
COLLECTION

Of choice

English Presidents,

For Indentures of Settlements,
Letters of Licence and Composi-
tion, Assignments, Letters of
Attorney, Conditions, Obli-
gations in *English*, and
sundry others.

Richard
Compiled by Sir R. H.

And perused by a judicious Practiser, very
useful and necessary for all.

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THE

Second Part

OF THE YOUNG

CLERKS GUIDE

ON A SECOND

COLLECTION

OF CHOICE

English Proverbs

For Instruction of Sentiment

Lessons of Praise and Commendation

and Assignments, Lessons of

Admonition, Conditions, Obligations

in English and

French

Compiled by J. H.

and printed by a London printer

LONDON



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A Deed of Joynture, whereby Tho. N. in consideration of a Marriage intended, between Tho. his Son, and Sarah Mer. granteth and infeoffeth Lands to friends in trust under a Power to be void upon Assurance of other Lands by John N. Heir of Thomas the Father of as good value, and to the like uses.

His Indenture made the first day of June, in the year of our Lord God, according to the computation used in Eng. 1651. between T. N. of, &c. of the one part, and J. L. H. E. and S. R. of the other part, wknesseth, That the said T. N. for and in consideration of a Marriage already agreed upon, and shortly by Gods grace to be had and solemnized between T. N. second Son of the said T. N. and Sarah M. single woman daughter of M. N. late of, &c. deceased, and for the love and affection which he beareth to his said Son, and for a competent Joynture to be had and provided to and for the said Sarah, and for provision of maintenance for her, and for settling the inheritance of the Lands and Tenements hereinafter mentioned to such use and uses, and upon such trusts and considerations as herein declared, limited or expressed, and for divers other good considerations him moving, hath granted, sold, released and confirmed, and by, &c. unto

the said I. I. H. and R. and to their heirs and assigns for ever, all that Messuage or Tenement, with the appurtenances, situate, &c. and one yard-land, Meadow or Pasture to the said Messuage or Tenement belonging, that is to say, one Close, &c. and also all Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Back-sides, Courts, void Grounds, Lands, Meadows, Leasowes, Feedings, Pastures, Commons, Woods, Underwoods, Trees, Hedges, Rows, Wayes, Waters, Ponds, Pools, Fishings, Fishing-places, Profits, Commodities, Hereditaments and Appurtenances whatsoever, to the said Messuage, Tenement, Yard-land and premises, or any part or parcel thereof, now, or at any time heretofore belonging or appertaining, and all rents, reversions, remainders and services of the said premises, and every part thereof, to have and to hold the said messuage or tenement, and all and singular the said premises before mentioned, meant, or intended to be granted, infeoffed and confirmed, and every part and parcel thereof, with the appurtenances to the said I. I. H. E. and S. R. to their heirs and assigns for ever, to the only use, intents and purposes, herein in these presents limited, expressed and declared; and to none other use, intent or purpose (that is to say) to the use and behoof of the said I. I. H. E. and R. S. and of their heirs, until the solemnization of the said Marriage, between the said T. N. the son, and Sarah the Maid from and after the solemnization of the said Marriage to the use and behoof of the said I. I. H. E. and S. R. and of their heirs, for and during the natural life of the said Sarah, and from and after the decease to the use and behoof of the said T. N. her son, for and during the term of his natural life, and from and after the death of the said Sarah M. and T. N. to the use and behoof of the heirs of the body of the said Sarah M. by the said T. N.

T. N. the son, begotten; and to be begotten; and for default of such heirs, to the use and behoof of the said T. N. the son, and of the heirs of his body, and for default of such heirs, to the use of the said T. N. the father, and of his heirs and assigns for ever; and the said T. N. the father, for himself, his heirs, executors and administrators, and every of them, doth covenant, promise and grant, to and with the said L. H. E. and S. R. and every of them, their and every of their heirs and assigns by these presents, that he the said T. N. the father, at the time of the enfeoffing and delivery thereof, is the true and lawful owner of the Messuages, Tenement and Premises, and every part thereof, and of and in the same and every part and parcel lawfully and rightfully seized of a good estate of inheritance in Fee-simple; and also that he the said T. N. the father, at the time of the enfeoffing and delivery hereof, hath full power, good right, and lawful authority, to grant, convey and assure the said premises, and every part thereof, to the said L. H. E. and S. R. their heirs and assigns, in manner and form aforesaid, according to the true intent and meaning thereof; and that the said Messuage, Tenement and premises, and every part and parcel thereof, with the appurtenances, now be and are, and shall from time to time, and at all times hereafter forever shall or may be, remain and continue unto the said L. H. E. and S. R. their heirs and assigns, according to the true intent and meaning hereof, clearly acquitted and discharged of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, joyntures, statutes, recognizances, judgments, extents, and of and from all other tales, suits, troubles and incumbrances whatsoever, had, done, committed or suffered to be done, by him the said T. N. the father, or by any other person or persons.

persons whatsoever, except one Indenture of Lease bearing date, &c. made and granted of the premises by T. H. to the said N. H. and M. his wife, and to M. their Daughter for term of their lives, successively one after another, at and under the yearly rent of Forty shillings of lawful money of England, quarterly to be paid by even portions, and also except one or other Lease or Indenture, bearing date, &c. made and granted of the said premises by the said T. N. the father of G. M. &c. for one thousand years, with a proviso, to be void upon payment made of certain sum of money, at certain times therein mentioned, whereof only one day is past, and the money then due is paid, and without any let, interruption, challenge, claim, disturbance or incumbrance, of or by him the said T. N. the father, or his heirs, and without any lawful let or interruption, challenge, claim, disturbance or incumbrance, of or by him the said T. N. or any other person or persons, claiming or to claim, by or under him, or his estate, right, title or interest, except such as shall or may claim by or under the Leases before excepted, or either of them, and for the term thereby granted only: and the said T. N. the Father, doth further for himself, his heirs, executors and administrators, covenant, promise and grant, to and with the said I. I. H. E. and S. R. and every of them, their heirs and assigns by these presents, that he the said T. N. the Father, and his heirs, and all and every other person and persons lawfully claiming, or to claim by or under him (except such as shall or may claim by or under the Leases before excepted) shall and will from time to time, and at all times hereafter upon the reasonable request, and at the cost and charges in the Law of the said I. I. H. E. and S. R. or any of them, their heirs or assigns, make, do, and execute all such further acts, things and assurances for the

further and better assuring of the said premises and every part thereof, to the uses, intents and purposes aforesaid, as by them the said I. L. H. E. S. R. or any of them, their heirs or assigns, shall be in that behalf reasonably devised or advised and required, and that all fines and other assurances, at any time hereafter to be had, levied or executed of the premises, or any part thereof, shall be, and shall be deemed, adjudged and taken to be, to and for the uses, intents and purposes in these presents mentioned, limited and declared, and it is expressed and declared by all the said parties, that the said estate for the life of the said Sarah, limited to the said I. L. H. E. S. R. as aforesaid is so limited upon special trust and confidence in them reposed, that they and every of them, their heirs and assigns respectively, to whose hands or custody any of the Rents, issues or profits of the said premises shall come, during the life of the said Sarah, shall from time to time pay, deliver, dispose, and employ the same rents, issues and profits, and every part thereof, either to the said Sarah her self, or to such other person and persons, use or uses, as she the said Sarah shall by any writing under her hand from time to time, limit or appoint: provided always, and it is nevertheless covenanted and granted by and between the said parties, that in case John N. son and heir apparent of the said T. N. the father, shall within seven years next ensuing the date hereof, at his own proper costs and charges, well and sufficiently convey or assure, or cause to be conveyed and assured by good and sufficient wayes and means in the Law, to the said I. L. H. E. S. R. and to their heirs, or to the Survivor or Survivors of them, and to their heirs, to and for, and upon the like uses, trusts, confidences and purposes, as are before limited, expressed and declared, messuages, lands, tenements, situate, lying or being in &c. and which

shall be of as much more clear yearly value, as the said
 Messuage, Tenement and Premises hereby mentioned,
 meant or intended to be granted, and of every part
 thereof shall be then worth, that then, from and after
 such conveyance and assurance, passed and perfected,
 the use and uses, trusts and confidences, herein before
 limited and expressed, shall cease, determine and end,
 and then, and from thenceforth, they the said I. H. E.
 and S. R. and their heirs, shall stand and be seized of
 and in the said Messuage, Tenement and Premises
 hereby mentioned, meant or intended to be granted,
 and of every part thereof, to the use and behoof of him
 the said I. N. his heirs and assigns for ever, and to no
 other use, intent or purpose whatsoever, any thing here-
 in contained to the contrary thereof in any wise not-
 withstanding. In witness, &c.

A Charterparty of Affreightment.

THIS Charterparty of Freightment indented, made
 they, &c. by R. H. and A. N. owners of the good
 Ship called the H. of London, of the burthen of &c.
 now riding in the River of Thames (whereof is Master
 under God I. P.) of the one part, and H. S. of th' o-
 ther part, witnesseth, That the said owners have grant-
 ed and letten to Freight to the said H. S. the aforesaid
 Ship; and that the said H. S. hath hired her for a
 Voyage to be made with her by Gods grace in manner
 and form following, viz. the said owners covenant and
 grant by these presents, to and with the said H. S. his,
 &c. that the said Ship, with the first and next good wind
 and weather that God shall send after the first day of,
 &c. shall depart from the said River of Thames, and di-
 rectly sail to B. in the Realm of France, with such goods

wares and merchandizes, as the said H. his Factor, or
 assigns, before the said Feast-day of, &c. next coming,
 shall think good to charge and lay in her, viz. so much
 as she may reasonably carry, and being arrived and
 come to the said Port of Bior so nigh to the same, as she
 safely and conveniently may come, shall there tarry by
 the space of thirty dayes next after her arrival, as well
 there to discharge and unlade such goods and merchan-
 dizes, as shall be so freighted and laden in her, as a-
 foresaid, as also to receive her full lading of such goods,
 wares and merchandize, as the said H. S. his Factor or
 assigns shall think good, viz. as much as she may rea-
 sonably carry, within which time and dayes above li-
 mited and appointed, the said H. S. covenanteth and
 granteth by these presents to discharge and relade, or
 cause to be discharged and reladen the aforesaid Ship,
 in manner and form aforesaid. Which Ship so being
 able, the said owners covenant and grant by these pre-
 sents, that she shall with the first and next good wind
 and weather, next after that she shall be reladen, as a-
 foresaid, depart and return from B. aforesaid, and by
 Gods grace directly sail, and come to the Port of the
 City of London, or as nigh the same as she can safely
 come, where she shall tarry by the space of, &c. after
 her arrival there, to make her right discharge. And,
 the said H. S. covenanteth, &c. within the space of
 &c. next after the arrival of the said Ship at the Port
 of the City of London, as well to receive, or cause to
 be received the Ships lading, as also to content and pay,
 or cause to be paid unto the said owners, their execu-
 tors or assigns, the sum of, &c. for the freight and
 lading of the said Ship, both outwards and homewards,
 at the place of the right discharge of the said Ship, to-
 gether with average, poynage, and portry lodenage, and
 all other duties due and accustomed, according to the
 use of Eastern Ships. And the said owners covenant

and grant by these presents, to warrant and prepare the said Ship, strong and staunch both above and beneath, and well and sufficiently tackled and apparelled, with masts, sails and sail-yards, anchors, cable-ropes, cables, guns, powder, shot, and all other instruments, munition, artillery, furniture, tackling and apparel, necessary and convenient for such a Ship, with an able Master, eleven men and a boy, which shall be ready at all times convenient, with the boat of the same Ship, to serve the said H. S. his Factors and Assigns, to and from Land during this present Voyage afore mentioned. And to the observing of all and singular the covenants, grants, articles, deliveries, receipts and agreements, and all other things above rehearsed, which on the part and behalf of the said owners are to be observed and kept in form aforesaid, the said owners bind them, and either of them, their executors, goods, and especially the same Ship with his freight, tackle and apparel, to the said H. S. his, &c. in the penalty of &c. well and truly by these presents to be paid. And likewise to the observing of all and singular the covenants, grants, articles, deliveries, receipts, payments and agreements, and all other things above rehearsed, which on the part and behalf of the said H. S. are to be observed and kept in form aforesaid, the said H. S. bindeth himself, his executors, and goods, whatsoever they be, and wheresoever they may be found, to the said owners and their executors, in the penalty of &c. well and truly to be paid by these presents in witness, &c.

A Transport of Goods in a Ship.

TO all, &c. I A. P. of, &c. send greeting, &c. Where-
as I the said A. R. in the Month of, &c. last past,
did lade in the Port of London of my own proper
goods

goods, and for my own proper use and accompt in-
 and aboard the good Ship called, &c. wherein one
 J. C. was then Master, for and during her then in-
 traded Voyage, so much, &c. to the intent and purpose,
 that all the aforesaid Kersies and Cloaths, should
 be transported for and in trade of Merchandize, in
 and with the said Ship (amongst other her lading)
 in her Voyage then intended to be made to *Constanti-*
nople, and other places beyond the Seas, and with-
 in the Streights of *Gibraltar*, and to return again into
 the Port of *London*. Now know ye, That I the said
 A. P. for and in consideration of the sum of, &c.
 by F. L. of, &c. to me paid, whereof I acknowledge
 the receipt by these presents: Have given, granted, al-
 liened, bargained, sold, transferred, assigned and set o-
 ver, and by these presents do absolutely give, grant, ali-
 en, bargain, sell, transfer, assign and set over unto the
 said F. L. as well all and every the said Kersies and
 Cloaths aforesaid, which are laden into the said Ship,
 for the use, accompt or behoof of me the said A. P. as
 afore is mentioned; As also all and every such adven-
 ture and adventures, sum and sums of money, y
 goods, wares, merchandize, and encrease whatsoever,
 which is or shall be returned, had, gained or gotten,
 by reason or in respect of the said Kersies and Cloaths
 so laden outward, as aforesaid, or for or in respect of
 any part or parcel thereof, in any manner of wise, to
 have, hold, take, receive and enjoy all the payments
 afore-mentioned, to be hereby given, granted, aliened,
 bargained, sold, transferred, assigned and set over,
 and every part and parcel thereof, to the said, &c. to
 him and to their own proper use and uses, to his and
 their own proper goods, from henceforth freely for
 ever; and to the intent and purpose that the said
 F. L. his, &c. may the better have, receive and en-
 joy all the Goods, Merchandizes and Premises a-
 fore-

fore hereby granted, bargained, sold, assigned and set over, and every part thereof, according to the true meaning and purport of these presents, I the said A. P. do hereby make, authorize and appoint him the said, &c. my true and lawful Attorney irrevocable in my name and stead, but to his own use to do, execute, &c. all and every act, matter and thing whatsoever, touching or concerning the premises, or any part thereof, in as ample manner, &c. giving, and by these presents granting, &c. and I do hereby covenant, &c. to ratify all and whatsoever, &c. Covenants for quiet enjoyings, without any let, reclaim, &c. and to do any further act, &c. by the said F. L. to abide the hazard at Sea. In witness, &c.

A Deed of Gift in consideration of the discharging of Debts.

TO all, &c. I I. W. of, &c. send greeting. Whereas I am indebted, and do owe unto divers persons divers sums of money, which I cannot satisfy, or make payment of, as my said Creditors do desire, by reason many debts are owing unto me; And whereas my loving friends, &c. have undertaken to give satisfaction to my said Creditors, for my said debts owing, as aforesaid: Know ye, That I the said I. W. for and towards the indemnity and saving harmless them the said, &c. for and concerning the payment of the said debts have given and granted, and by these presents do, &c. unto the said, &c. all and every such sum and sums of money, goods, chattels and debts, as I now have and am possessed of, and which are due, owing, or payable unto me in the hands or custody of any person or persons whatsoever, mentioned in a Schedule or Inventory to these presents annexed; To have, hold, receive, take and enjoy

the said goods, chattels, credits, sum and sums of money, unto the said, &c. their executors and administrators, to their and every of their use and uses, and as their and every of their own proper goods for ever, absolutely, without any reclaim, challenge or contradiction of any person or persons whatsoever. And I have set and put the said, &c. in full and peaceable possession of all and every the premises, by the delivery unto them of a piece of money, called Six pence, fixed in the seal hereof. And for the better recovery of the said debts, I the said L. W. have made, ordained and authorized, and by these presents constitute and appoint the said, &c. and every of them, to be my true and lawful Attorney irrevocable in the name of me, my, &c. but to and for, &c. to ask, sue for, levy, recover and receive all and every such goods, chattels, credits, debts, sum and sums of money, as are in these presents, and in the said Schedule specified; And all and every the debtor and debtors, detainer and detainers thereof, or of any part thereof, to sue, implead and prosecute by due course of Law in any Court of Record or Equity: Giving, and by these presents granting, &c. my full power, strength, &c. (as in a Letter of Att.) A Covenant for allowing and justifying all actions, &c. without any non-suit, return or other act or thing, or without any account, &c. and to make further Letters of Att. and assurance for the recovery of the premises, to the true performance whereof I bind me, my, &c. to the said his, &c. in the sum of, &c. firmly by these presents. In witness, &c.

A Deed of Gift of Goods of Warranty.

TO all, &c. I A. B. &c. send greeting: Know ye, That I the said A. B. being of a good and perfect mind and without fraud or deceit, for divers good causes and considerations me hircunto moving, have given, granted and confirmed, and by these presents, do give, grant and confirm unto, &c. All and singular my goods, chattels, implements, debts, bills, bonds, specialties, necessities, sums of money, and other things whatsoever, as well moveable, as immoveable, of what nature, kind or quality soever they be, and in whose hands, custody, possession, governance or keeping, or whatsoever place or places they be or may be found, as well on this side, as beyond the Seas. To have and to hold, levy, perceive, use, receive and enjoy all and singular the said goods, chattels, implements, credits, debts, specialties, sums of money, and all other the premises, with all and singular their appurtenances unto the said C. D. his, &c. to the only proper use and behoof of the said C. D. his, &c. for ever. Freely, peaceably, and quietly, without any manner of reclaim, challenge or contradiction of me the said A. B. my, &c. or of any other person or persons, by any means, title or procurement in any manner or wise, and without any account, reckoning, or answer therefore to me, or any in my name, to be given, rendred, or done in time to come; So that neither I the said A. B. my, &c. nor any other person or persons by us, for us, or in our names, or in the name or names of us, or any of us, at any time or times hereafter, may ask, claim, challenge or demand in or to the premises, or any part thereof, any interest, right, title, use or possession, but from all action of right, title, claim, interest,

use, possession and demand thereof, we and every of us to be utterly excluded, and for ever debarr'd by these presents. And I the said A. B. my, &c. all the said goods, chattels and other things above mentioned, with their appurtenances, unto the said C. D. his, &c. to the use above said, against all people will warrant, and defend by these presents, of which said goods, chattels and other things, I the said A. B. have put the said C. D. in peaceable possession, by the delivery of Six pence, which I have paid and delivered to the said C. D. the day of the date hereof. In witness, &c.

A Deed of Gift.

TO all, &c. I A. B. &c. send greeting, &c. Know ye, That I the said A. B. for the love, good will and affection, which I have and bear towards my loving friend C. D. of, &c. have given and granted, and by these presents do freely, clearly and absolutely give and grant unto the said C. D. his, &c. all and singular my goods, wares, household stuff, plate, jewels, ready money, leases, chattels, implements, and all other things alive or dead whatsoever, as well moveable as immoveable, both real and personal, whatsoever they be, and in whose hands, custody or possession soever the same, or any of them, or any part thereof, can or may be found remaining and being, as well in the messuage or tenement, with the appurtenances, wherein I do dwell, as in any other place or house whatsoever within the, &c. To have and to hold all the said goods, chattels, household stuff, implements, and all other the premises, unto the said his, &c. from henceforth, to his and their own proper use, and to his and their own proper goods, for ever absolutely without any manner of condition, &c. And I the said
A. B.

Nota.

If a Deed of Gift be made of money owing to the Donor, let there be a Letter of Attorney comprised therein.

If the Deed be made of good Chattels in consideration of a Debt, let there be a Covenant in the said Deed, that the Donor shall permit the Donee to come into the house, or any other place where the goods be, quietly and peaceably to receive and carry away the same to the use of the Donee.

If that there be an Inventory of parcels annexed to the Deed, let there be a Covenant in the Deed, that the same Goods and Chattels shall not be wasted, and that they are free from any former gifts or incumbrances at the enfealing, by a penny fixed in the seal, or some part of the said Goods. But assurance for debt of Goods and Chattels, is best to be done by bargain and sale, inclosed with an Inventory.

A Covenant that the Lessor shall seal a new Lease, and in the interim the Lessee to enjoy, though the old Lease be surrendered.

TO all, &c. I B. H. send greeting: Whereas I. M. at the request of me the said B. H. and for the consideration hereafter specified, hath granted and surrendered by his writing, bearing date with these presents, one Indenture of Lease bearing date the, &c. and all the right, interest, and term of years, which he the said I. M. now hath, or of right ought to have of, in and to, &c. in the said Indenture of Lease, specified by me the said B. H. unto him the said I. M. demised for the term of, &c. and for the rent of, &c. payable quarterly. Now know ye, That I the said B. H. for me, my executors and admini-

and covenants, do covenant and grant to and with the said I. M. his, &c. and to and with every of them by those persons that I the said B. H. my, &c. in consideration of the said surrender of the said Lease and premises, and for other good considerations me moving, shall and will at the costs and charges of me the said B. H. my, &c. or before &c. make, seal, and in due form of Law deliver unto the said I. M. his, &c. one other good and sufficient new Lease of the said, &c. for the remainder of the said term of, &c. then to come, for and upon such rents, covenants and conditions as are specified and contained in the Lease above recited, made by me the said B. H. my, &c. the said I. M. And that the said I. M. his, &c. shall and may in the mean time, until the said new Lease of the premises shall be by me unto him so made, sealed, and delivered, as is aforesaid, peaceably and quietly have, hold and enjoy the said Messuage or Tenement, shop and premises, with the appurtenances, and every part and parcel thereof, without any let, trouble or contradiction of me the said B. H. my, &c. or of any other person or persons, claiming, or which shall or may claim any estate or interest in or to the premises, or any part thereof, by, from, or under us, or any of us, in as large and ample manner and sort, to all intents and purposes, as if the same Indenture of Lease had been in full force, and still remaining in the hands of him the said I. M. In witness, &c.

A Covenant not to commence any action or suit against a Surety that stands bound.

TO all, &c. Whereas I. M. and E. F. of, &c. by their obligation dated, &c. are and stand bound unto me the said I. in the sum of, &c. conditionally to pay, &c. at a day long since past,

as by the same obligation and condition thereof, more plainly appearing, which said sum of, &c. or any part thereof, was not paid according to the condition of the said obligation, whereby the said obligation became forfeited. And whereas the said I. in Easter-term, in the year, &c. in the Court, &c. obtained judgment of, &c. together with, &c. costs against the said, &c. as by the Records of the said Court more plainly may appear. Now know ye, That I the said, &c. for divers good causes and considerations more especially moving, am pleased and contented, and for me, my, &c. do covenant, promise and grant to and with the said, their, &c. That neither I the said, &c. my, &c. nor any of us, nor any other person or persons whatsoever, in the name of us, or any of us, shall at any time or times hereafter use, implead, molest, arrest, attach, imprison and condemn, or cause to be, &c. the said I. M. his, &c. or any of them, for or upon the aforesaid obligation so forfeited, as aforesaid, or by verue of the said Judgment, or of any execution or elegit to be had or procured thereupon, or by any other wayes or means whatsoever. In witness, &c.

*A Covenant to pay the Sheriff or his Bayliff, for
that he used apprehending a man.*

TO all, &c. I T. O. of, &c. send greeting. Whereas, &c. doth owe and is indebted unto me the said, &c. in the sum of, &c. by bill or writing obligatory under his hand and seal, upon which bill I have commenced a Suit at Law, and thereupon had judgment, upon which I have taken out execution: And whereas M. F. Sheriff of, &c. or T. S. Bayliff of the weapentake or hundred of, &c. for the considerations here-under written and agreed upon, hath undertaken to do his best endeavour for the serving of

the said execution, and by vertue thereof to apprehend
 the body of the said I. S. Now know ye, That I the said
 T. O. for me, my, &c. do covenant, &c. That if the
 said M. F. or T. S. do serve the said execution upon
 the body of the said I. S. and him imprison and commit
 into the Goal, whereupon he may remain charged
 with the said debt; or if upon serving the said execu-
 tion, the said I. S. do pay, &c. the said debt, or com-
 pound with me for the same; that then in any of the
 cases aforesaid, I the said, &c. shall and will forthwith
 pay the said M. F. or T. S. the summe of, &c. in con-
 sideration of the said business so to be performed, &c.
 In witness, &c.

*Covenants between two Partners, at the dissolution
 of their Co-partnership.*

An Indenture made, &c. between T. H. C. and
 G. of London of the one part, and W. J. C. and G.
 of London aforesaid, of the other part, witnesseth, That
 whereas the said T. and W. by their Indenture of Co-
 partnership, bearing date, &c. for the consideration in
 the said Indenture specified, did condescend, con-
 sent and agree to become and continue joynr dealers
 and Co-partners together, in the art and mystery of,
 and in buying, selling, and uttering of, &c. and
 other Wares, Commodities and Merchandizes, be-
 coming, or commonly used to and with the said
 for the term of, &c. from the Feast-day of, &c.
 past, &c. (if the said T. and G. should so long
 live and unless they the said T. and W. should o-
 therwise agree together, as by the said Indenture of
 partnership (whereunto relation being had)
 at large, &c.) And whereas the said T. and W.
 by mutual consents, free-will and agreement, and
 by good causes and considerations them there-

to moving, have thought good to dissolve and break off the Co-partnership, and from thenceforth to become no Co-partners together. Now this Indenture further witnesseth, that it is covenanted, concluded and fully agreed, by and between the said, &c. for, and concerning the premises in manner and form following, viz. first the said W. for, and in consideration of a certain sum of money to him the said W. lent, and at the ensealing and delivery of these presents by the said T. well and truly paid and delivered for him, his, &c. doth covenant and grant, &c. by these presents to assign and let over, remitt and release unto the said T. his, &c. all and every such part, portion and share, as he the said W. his, &c. hath, may, might or ought to have of, in and to all and singular the goods, chattels, household stuff, wares, merchandizes, debts, obligations, specialties, bills obligatory, sum and sums of money, and other things whatsoever incident, or belonging to the said late Co-partnership, or joint dealing in any manner or wise, and also his estate, interest, right and demand therein, or in or to any part thereof, together with all such benefit and commodity as he the said W. his, &c. might or ought to have, had, taken or received, upon, for or by reason of the said bills, bonds, books, obligations, or specialties belonging to the said Co-partnership. And that it shall and may be lawful to and for the said T. his, &c. to have, keep, receive and enjoy as well all and every the goods, chattels, household stuff, wares and merchandizes belonging to the said late Co-partnership, as also all and every such debts, duties, sum and sums of money, as shall be had, received, obtained or gotten by virtue of the said books, bills, bonds, obligations or specialties, or any of them, or of any suit, judgment, execution or process thereupon to be commenced, pursued

had or taken without the let, trouble or contradiction, or the unjust plea in bar arising from any act or thing heretofore done, or hereafter to be done, or willingly suffered by the said W. his, &c. or any of them, and without any account or other thing to be therefore rendered, or yielded to the said W. his, &c. or any of them. And further, that he the said W. heretofore hath not received any summe or summes of money, belonging to the said late Co-partnership (other than such as are already allowed upon account) nor hath released or discharged, nor that he, his executors or administrators, shall or will hereafter receive, release, discharge or make frustrate all or any of the said debts, duties, summe or summes of money, bonds, specialties or demands, due or to be due, by verue of the said bills, books, specialties, obligations or agreements, or any of them (other than such as are allowed upon account, as aforesaid) without the consent or agreement of the said T. H. his, &c. first had and obtained in writing, under his or their hands, nor voluntarily or willingly discontinue, disavow or suffer to be non-suited in, or make any *retraxit*, or otherwise discharge, hinder or delay any action, suit or plaint whatsoever, which he the said T. H. now hath, or at any time hereafter shall commence, prosecute or pursue in the name of the said W. G. his, &c. for the recovery or obtaining of the said debts, duties, summe or summes of money, or demands belonging to the said late joynt dealing, that he the said W. G. his, &c. shall and will from time to time, and at all times hereafter, upon reasonable request, and at the costs of the said T. H. his, &c. justifie, allow, maintain and avow and every such action, suit, plaint and arrest, and the said his, &c. shall commence, &c. for the recovering, levying, obtaining or getting of all or any

any the debts, &c. belonging to the said late Co-partnership, ratifying, &c. all and every lawful act, matter and thing whatsoever, which he the said, his, &c. shall commence, prosecute, &c. for the recovering, &c. the said debts, duties, &c. or any of them. And lastly, that he the said T. H. his, &c. shall and will from time to time, and at all times hereafter, well and sufficiently acquit and discharge, save and keep harmless the said W. his, &c. of and from all and all manner of troubles, damages, arrests, costs, charges and incumbrances whatsoever, which shall or may be taxed, urged, or happen to be had, recovered or obtained against the said T. his, &c. for or by reason or means of any action, sure, &c. which the said T. H. now hath, or shall hereafter commence, &c. or cause to be commenced, &c. against any person or persons, for recovering, having or obtaining any of the said debts, duties or demands above specified, or for any the debts, duties, summe or summes of money, or any thing whatsoever, touching the said late Co-partnership now owing, or which hereafter shall be due or payable to the said T. and W. or either of them, or any person or persons whatsoever, or for or by reason of any debts now owing, or wares taken up upon credit by him the said T. his, &c. and not charged upon the said partible accompt, wherewith or whereby he the said W. G. his, &c. shall or may be charged or chargeable. In witness, &c.

A Partition of debts between one Co-partner, and the Executor of the other, and to sue, &c.

THis Indenture made, &c. between R. E. Citizen &c. and R. S. of London Gentleman, son and

her apparent of W. S. late Citizen, &c. deceased
 and executor of the last Will and Testament of the
 said W. S. of the other part, witnesseth, That where-
 as the said R. E. and W. S. in the life-time of the said
 W. S. for many years together, did deal and traffique
 as joynt Partners and Occupiers in the Trade of, &c.
 and other Merchandizes, and in buying, selling,
 and merchandizing, and by reason thereof divers
 and sundry summes of money, by divers and sundry
 persons became due and payable to them joyntly as
 debts, owing to the said R. and W. joyntly. And
 whereas therefore the said R. E. and W. S. in the
 life-time of the said W. S. by agreement between
 them, divers debts due and owing between them, did
 sever and part in such manner and form, as in and
 by a certain pair of Indentures, bearing date the,
 &c. (and certain Schedules thereunto annexed) made
 between the said R. E. of the one part, and the said R.
 S. &c. is mentioned, and more plainly doth and may ap-
 pear, sithence which time, divers and severall of the
 debts therein mentioned, have been received and
 compounded for, as well by the said R. E. and W. S.
 in the life-time of the said W. as also by the said, &c.
 Executor of the said W. sithence the decease of the
 said W. And whereas also divers and sundry other
 summes remaining then and yet unpaid, and un-
 compounded for, for the better recovery whereof,
 and for the continuing of peace and amity be-
 tween them, they the said R. E. and R. S.
 have equally divided those debts, yet remain-
 ing unreceived or compounded for, as in and by
 two severall Schedules thereof made (the one called
 the first Schedule, wherein the debts, duties, summes
 of money and demands, yet unreceived, now allowed
 and appointed to the said R. S.) are contained and
 mentioned, and the other called the second Schedule,
 where-

wherein the debts, duties, summes of money and demands, yet unreceived and now appointed to the said R. E. are likewise contained and mentioned and herunto annexed) more plainly it doth and may appear.

This Indenture now further witnesseth, That it is covenanted, granted, concluded and fully agreed between the said R. E. and R. S. for and concerning the premices, in manner and form following, viz. first the said R. E. for him, his, &c. doth by these presents grant, assign and set over, remise and release unto him the said R. S. all and every the debts, obligations and bills obligatory, and several summes of money in the said Schedule annexed unto this present Indenture, called the first Schedule mentioned and expressed, and all his part, portion, interest, right and demand therein or thereof, with all such benefit and commoditie, as the said R. E. his, &c. can or may lawfully take, receive or have upon or by reason of any the said obligations, bills, debts, duties or demands contained or mentioned in the said Schedule called the first Schedule allotted to the said R. S. And further, the said R. E. doth by these presents, for him, his, &c. constitute, and in his place appoint the said R. S. during his life, and after the death of the said R. S. his executors and administrators, to be his lawful Attorney irrevocable, for and in the name of the said R. E. during his life, and after his decease for and in the name of his, &c. to ask, take, &c. of all the debtors in the said Schedule, called the, &c. and annexed to this present Indenture mentioned or any of them, or of the heirs, &c. all and every the summe and summes of money in the said Schedule called the first Schedule, mentioned or contained and the said R. E. for him, his, &c. doth covenant and grant to and with the said R. S. his, &c.

presents, that it shall and may be lawful to and
 for the said R. S. during the life of the said R. S.
 and to and for the executors of the said R. S. after
 his decease, at the only costs and charges of the said
 R. S. his, &c. or some of them in the name of the
 said R. E. during his life, and after his death, &c. to
 prosecute any actions, sures or plaints for the reco-
 very of all or any the debts, duties or demands in
 the said Schedule annexed to this present Indenture,
 called, &c. contained or mentioned, against all or
 any of the debtors therein named, their, &c. and the
 same actions, sures and plaints, and every or any
 of them, at the like costs and charges of the said R. S.
 his, &c. without the let, trouble, contradiction,
 or the unjust plea in bar, arising from any act hereto-
 fore done by the said R. S. his, &c. to prosecute and
 pursue, until judgment and execution thereupon
 shall be had and taken, and all such summe or
 summes of money, as shall upon or by reason of any
 such sure or sures, happen to be recovered, had, levi-
 ed or received, to take and keep to the only use and
 behoof of the said R. S. his, &c. without any ac-
 complice or other thing therefore to be rendred or yield-
 ed to the said R. his, &c. or any of them, ratifying,
 &c. all and every action, act and thing, which the
 said R. his, &c. shall make, do, commit or execute,
 or cause, &c. in or about the premisses, for or touch-
 ing the recovery, or receiving of all or any the said
 debts in the said Schedule mentioned. And the said
 R. E. his, &c. doth by these presents covenant, &c.
 to and with the said R. S. his, &c. that the said R.
 E. hath not heretofore released or discharged, nor
 that he, his, &c. shall or will release or discharge all
 or any the debts, duties, summes of money or demands
 in the Schedule, &c. without the consent or agree-
 ment of the said R. S. his, &c. first had and obtain-

ed in writing under his or their hand, nor voluntarily or willingly discontinue, disavow, or be non-suited in, or make any retraxit, or otherwise discharge, to hinder or delay any such action, sute or plaint, which the said R. B. his, &c. shall at any time hereafter commence, &c. in the name of the said R. S. for recovery or obtaining of all or any the said, &c. in the said Schedule, &c. mentioned. But that the said R. B. his, &c. shall and will from time to time, and at all times hereafter, justify, avow, &c. all and every such actions, sutes, &c. which he the said R. S. his, &c. shall at any time hereafter commence or prosecute at the costs and charges of the said R. S. his, &c. against any person or persons, for recovery or obtaining of all or any the said debts, &c. in the said Schedule annexed to this present Indenture, called, &c. mentioned or expressed. Ratifying, &c. all and every matter and thing whatsoever, which the said R. S. his, &c. or any of them shall commence, make, do, execute or prosecute, for the receiving, recovering, levying, &c. the said debts, &c. or any of them. And the said R. S. for him, his, &c. and every of them in consideration of the premisses, doth by these presents covenant and grant to and with the said R. E. his, &c. and every of them, that he the said R. S. his, &c. shall and will from time to time, and at all times hereafter sufficiently acquit, discharge and save harmless the said R. E. his, &c. and every of them, of and from all manner of damages, troubles, sutes, arrests, costs and charges whatsoever which shall be taxed upon, or happen to be had, brought, recovered, or obtained against the said R. E. his, &c. goods, chattels or lands, for or by reason of any action, sute, plaint, process, judgment, arrest or execution, which the said R. S. his, &c. shall hereafter bring, commence, pursue or prosecute.

to be, &c. against any person or persons, in the said Schedule annexed to this present Indenture, called the first Schedule, named, contained or mentioned there, &c. for the recovering or obtaining of any the said debts, duties, &c. in the said Schedule mentioned. And the said R. S. for him, his, &c. doth further covenant, grant, assign, set over, remise and release unto the said R. E. all and every the debts, obligations and bills obligatory, and several summes of money, duties and demands in the said Schedule called, &c. annexed to this present Indenture allotted to the said R. S. contained and expressed, and all Bills, Bonds, obligatory Writings and Specialties whatsoever, touching or concerning the same, or any of them, and all his parts, portions, interest, or demand therein or thereunto, or of any part or parcel thereof, together with all such benefit and commodity as the said R. S. his, &c. can or may lawfully have, take, or receive, upon or by reason of any the said debts, duties or demands, contained or expressed in the said Schedule, &c. And that all and every the several summes of money in the said Schedule, &c. annexed to these presents, contained and expressed, shall be and remain fully and wholly to the said R. S. his, &c. without let, trouble or contradiction, or without any accompt, or other thing to be therefore rendered or yielded unto the said R. S. his, &c. or any of them. And the said R. S. doth by these presents further covenant, promise and grant, to and with the said R. E. his, &c. That neither the said W. S. in his life-time, nor the said R. S. sithence the time of his decease, nor either of them heretofore have not received, released or discharged, nor that the said R. S. his, &c. shall or will receive, release or discharge all or any the said debts, duties, summe or summes of money or demands in the said Schedule, &c.

&c. contained and expressed, and allotted to the said
 R. E. for his part of the premises as aforesaid, with-
 out the consent of the said R. E. his, &c. whereas
 first had and obtained in writing, under his or their
 hands. Nor otherwise voluntarily or willingly at-
 charge, hinder or delay any action, suit or pro-
 ceedings whatsoever, which the said R. E. his, &c. shall at any
 time hereafter commence, &c. for recovery or clearing
 of all or any the said debts, &c. in the said
 Schedule, &c. mentioned; and whereas the debt-book and
 other books, bills, bonds, obligations and specialties,
 wherein the debts, duties and demands before men-
 tioned, and wherein and whereby any wares or mer-
 chandizes were sold, or delivered to the persons in the
 said Schedule named, are contained or expressed, are
 now in the hands and possession of the said R. S. there-
 fore the said R. S. doth covenant for him, his, &c. to
 deliver the same to the said R. E. his, &c. upon de-
 mand, and shall and will likewise upon the like request
 at the place aforesaid, produce and shew forth to the
 said R. E. the said book called the debt-book, and all
 other books, scores and writings, which remain in the
 hands, possession or custody of the said R. S. wherein the
 said debts, duties or demands, or any of them contain-
 ed in the said Schedule, &c. are mentioned or ex-
 pressed, or whereby or wherein any wares or merchan-
 dizes, touching or concerning the same, were sold or
 delivered to any the persons in the said Schedule, &c.
 whereby the said R. E. may have and take the view,
 benefit and use thereof to be shewed or produced forth
 in any Court or Courts of Record, or elsewhere for
 the declaring, proving or recovering of all or any the
 said debts in the said Schedule, &c. or other occasions
 whatsoever, without any let, &c. In witness, &c.

A Conveyance from I. T. and El. his Wife (being T. in Tayle) to R. H. and El. his wife, and the heirs and assigns of R. H. for ever.

His Indenture, &c. between I. T. of, &c. Gent. and Elinor his wife, Cousin and next Heir of T. late of the City of, &c. Gent. deceased, without issue of his body (that is to say) the only daughter and Heir of W. L. Gent. elder Brother and Heir of the said T. L. of the one part, and R. H. of, &c. and El. his wife, of the other part, witnesseth, That they the said I. T. and El. his wife, as well for and in consideration of the sum of 250*l.* of, &c. by the said R. H. unto them the said I. T. and El. his wife, at the sealing and delivery of these presents, well and truly in hand paid, the receipt whereof they the said I. T. and El. his wife, do hereby acknowledge, and thereof, and of every part and parcel thereof, do fully, clearly, and absolutely acquit, exonerate and discharge the said R. H. his heirs, executors and administrators, and every of them by these presents, have granted, aliened, bargained, sold and confirmed, and by these presents, &c. unto the said R. H. and El. his wife, all that one Messuage or Tenement, &c. together also with all and singular the Rooms, Cellars, Kellers, Halls, Parlours, Chambers, Houses, Housings, Yauls, Pavements, Courts, Yards, Easements, and other Hereditaments, Emoluments and Appurtenances whatsoever, unto the said Messuage or Tenement and Premises, or any of them appurtenant, belonging or pertaining, or had, used, demised, occupied or enjoyed as part, parcel or member thereof, or as thereunto, or to any part thereof belonging or appertaining, and the reversion and reversions, remainder and remainders of them, and every of them, and also they

they the said I. T. and El. his wife, for the consideration aforeaid, have granted, bargained and sold, and by, &c. unto the said R. H. his heirs and assigns, all and singular Letters Patents, exemplifications of fines and recoveries, chirographies of fines, charters, Deeds, Indentures, Counterpanes, Writings, Evidences, Escripts and Minuments whatsoever concerning only the premisses hereby mentioned, to be bargained and sold, or only any part thereof, and which now are in the hands, custody or possession of the said I. T. or of any other person or persons, by his delivery or appointment, or to his use, or to the use of the said El. his wife, and which he may have, obtain or come by, without sute in the Law, and also true Copies of all such other Letters Patents, exemplifications of fines and recoveries, chirographies of fines, Charters, Deeds, Indentures, Counterpanes, Writings, Evidences, Escripts and Minuments whatsoever, amongst other things concerning the premisses, or any part thereof, and which now are in the hands, custody or possession of the said I. T. or any other person or persons by his delivery or appointment, or to his use, or which he may have, obtain or come by, without sute in the Law; all and singular which said Letters Patents, exemplifications, Chirographies, Charters, Deeds, Indentures, Counterpanes, Writings, Evidences, Escripts and Minuments, so hereby bargained and sold by the said I. T. he the said I. T. doth hereby grant and agree to deliver, or cause to be delivered to the said R. H. his heirs or assigns, on this side the Feast of the Annunciation of the blessed Virgin Mary now next coming, safe, uncanceled and undefaced, as now the same are, together with the said Copies, the writings of the said Copies to be paid for by the said R. H. to the receipt of the said Copies, to have and to hold the said Messuage or Tenement and Backside, and all

singular other the premises hereby mentioned, to
 be bargained and sold, and every of them, with their
 and every of their appurtenances, & the reversions and
 remainders of them, and every of them, unto the said
 R. H. and E. L. his wife, and the heirs and assigns of the
 said R. H. to the only proper use and behoof of the said
 R. H. and E. L. his wife, and the heirs and assigns of the
 said R. H. for ever, without any mortgage, condition,
 redemption, use or limitation, to recall, alter, charge
 or determine the same to be holden of the chief Lords
 or Lords of the Fee or Fees, whereof the premises
 have been holden by the rents and services therefore
 due and of right accustomed. And the said T. T. for
 himself, his heirs, executors and administrators, doth
 covenant and grant to and with the said R. H. his
 heirs and assigns, and to and with every of them
 by these presents, that in the said E. L. his wife, is
 seized of the reversion of the said bargained premises
 of an estate to her and the heirs of her body lawfully
 begotten, immediately expectant upon an estate for
 the life of *Hellen Cl.* now wife of *Leo Cl.* of, &c.
 Gent. with further remainder or reversion immedi-
 ately expectant upon the said estate tail, to the right
 heirs of the said E. L. for ever (without any reversion
 or remainder of the same, or of any part thereof, in
 our Sovereign Lord the King, or otherwise) of the full,
 absolute reversion, in fee-simple expectant, upon the
 said estate for life of the said *Hellen*: And the said
 T. T. for himself, his heirs, executors and admini-
 strators, doth covenant and grant to and with the
 said R. H. his heirs and assigns, and to and with every
 of them by these presents, that they the said R. H.
 and E. L. his wife, and the heirs and assigns of the
 said R. H. and every of them, shall and may from
 time to time, and at all times hereafter for ever, after
 the decease of the said *Hellen*, peaceably and quietly
 have

have, hold, occupy, possess and enjoy the said
 Messuage or Tenement, Backside and Premises,
 without the let, interruption, trouble, expulsion or
 eviction of the said I. T. and El. his wife, or either
 of them, or of their or either of their heirs, or their
 or either of their bodies, begotten, or to be begotten,
 or any other heir or heirs of them, or either of them,
 or of any heir or heirs of T. L. Gent. deceased, and
 without any lawful let, trouble, interruption, expulsion
 or eviction of any other person or persons whatsoever,
 now having, or lawfully claiming to have, or which
 hereafter may have, or lawfully claim to have any
 manner of estate, right, title, interest, thing or de-
 mand, of, in, to, or out of the said bargained premises,
 or any of them, by, for, from, or under them, or any
 of them, or by, from or under the said Hellen, or by
 their or any of their means, consent or procurement
 (except such person and persons, which may lawfully
 claim under the leases and estates herein after ex-
 cepted) and freed and discharged, or otherwise within
 convenient time, after reasonable request, well and
 sufficiently saved and kept harmless, and indemni-
 fied by the said I. T. his heirs, executors and admin-
 istrators, or some or one of them, of and from all
 and all manner of former and other bargains, sales,
 gifts, grants, alienations, estates, leases, jointures,
 dowers, uses, wills, entayles, rents, charges, re-
 seck, and arrerages of all manner of rents, statutes,
 merchant, and of the staple recognizances, judg-
 ments, executions, fines, post-fines, and of and from
 all other titles, troubles, charges and incumbrances
 whatsoever heretofore had, made, done, committed,
 omitted, or wittingly or willingly suffered or pro-
 ceed, or hereafter to be had, made, done, com-
 mitted, wittingly or willingly suffered or pro-
 ceed by the said I. T. and El. T. L. and H. or either

or any of them, their or either, or any of their heirs,
 or assigns, or by any other person or persons, whatso-
 ever, by their or any either of their means, assent,
 consent or procurement, one estate thereof heretofore
 made by the said T. L. and Hellen his late wife, by
 fine and other assurances to the use of the said T. L.
 and Hellen, and the heirs of the said T. L. and one
 Lease made by the said Hellen and I. T. and E. his
 wife to R. by Indenture bearing date, April 25.
 in the Twelfth year, &c. and all arrearages of
 Rents, now accrued or to accrue, by reason of the
 same, and one other Lease made by the said I.
 T. and E. to the said Hellen, for One hundred
 years, for better security of payment of 6 l. per an-
 num, to the said Hellen, and her assigns, during her
 life only excepted, and fore-prized: and the said I. T.
 for himself, his executors and administrators, doth
 covenant and grant, to and with the said R. H. and
 E. his wife, and the heirs and assigns of the said
 R. H. by these presents, that they the said I. T. and E.
 his wife, and either of them, and their and either of
 their heirs, and all and every other person and per-
 sons, now having, or lawfully claiming to have, or
 which at any time hereafter shall or may lawfully
 claim to have any estate, right, title or interest, of,
 in or to the said premises, and every or any of
 them, by, from, or under the said I. T. and E. his
 wife, and T. L. or by, from or under either or any of
 them, other than the said Hellen, and such as may
 claim under her, for her estate, as aforesaid, and
 under than such, which may claim under the said ex-
 cepted Leases, or either of them, shall and will, from
 time to time, and at all times after the date of these
 presents, at and upon the reasonable request, and on-
 cost and charges in the Law of the said R. H. and
 E. his wife, and the heirs and assigns of the said
 R.

R. H. or any of them, do, make, knowledge, execute and suffer, or cause to be done, made, knowledge, executed and suffered, all and every such further, lawful and reasonable act and acts, thing and things, device and devices, assurances and conveyances in the Law whatsoever, which shall be or may be for the more better and perfect assurance, sure-making and conveying of all and singular the said bargained premises, and every part and parcel thereof, with the appurtenances unto the said R. H. and E. his wife, and the heirs and assigns of the said R. H. to the only proper use and behoof of the said R. H. and E. his wife, and of the heirs and assigns of the said R. H. for ever, according to the true intent and meaning of these presents, be it by fine, feoffment, recovery, with single, double, or more voucher or vouchers, over Deed or Deeds inrolled or not inrolled, the inrolment of these presents, release or confirmation with warranty, or without warranty, or by all, every, any, or as many of the said ways and means, as by the said R. H. and E. his wife, his heirs or assigns, or his or their, or any of their Council learned in the Law, shall be reasonably devised, advised and required, so as for the making, doing, knowledging, executing, suffering or performing such further acts, things, devices, assurances and conveyances, or any of them, the person or persons that are to make such further assurance by force of this covenant, or any of them, be not compelled to travel above the space of Twenty Miles, nor by such acts, things, devices, assurances or conveyances, or any of them, be compelled or compellable, to warrant, acquit or defend the premises, or any of them, more largely, or more generally, than only against acts, charges, titles, troubles and incumbrances, had, made or done, or willingly or unwillingly, suffered by them, or by any of their means,

lease, consent, privity or procurement, but not in any
 wayes to warrant against the said leases and estates be-
 fore excepted, or either or any of them. And more-
 over it is covenanted, granted, concluded and agreed
 upon, by and between all and every the said parties
 to these presents, that all and every fines, feoffments,
 recoveries, acts, things, assurances and conveyances
 in the Law whatsoever, hereafter to be had, made, le-
 vied, suffered, executed or performed, of the said pre-
 mises, or any part thereof, and whereunto the said
 L. T. and E. his wife, or either of them, or their or ei-
 ther of their heirs shall in any wise be party or parties,
 vouchee or vouchees, shall be and enure, and shall be
 deemed, construed, repured, adjudged, and taken to
 be and enure, to the only proper use and behoof of
 the said R. H. and E. his wife, and of his heirs and as-
 signs for ever, and to none other use or uses, intents or
 purposes whatsoever. And this Indenture further wit-
 nesieth, That the said L. T. for the consideration
 aforesaid, hath granted, bargained, sold and confirmed,
 and by, &c. unto the said R. H. his executors, admin-
 istrators and assigns, all such goods, implements,
 household-stuffe, utensils, and things which are men-
 tioned in a Schedule indented, hereunto annexed;
 and doth hereby also covenant and grant to and with
 the said R. H. his executors, administrators and as-
 signs, that he hath full power and sufficient and good
 right and property to grant the same accordingly: and
 the said L. T. for himself, &c. doth covenant to and
 with the said R. H. his heirs and assigns, that he,
 his heirs and assigns, shall and will at all times
 hereafter, upon the request, and at the charges of
 the said R. H. his heirs and assigns, shew or cause
 to be shewn forth in any Court of Law or Equity, or
 in any place necessary, all Evidences which he or they
 have in their hands, or may lawfully come by,

without fute of Law, concerning the said bargained premisses, or any part thereof, for maintenance of his estate hereby mentioned, to be assured unto him and his heirs, and shall and will permit and suffer the same to remain in such Court or place, so long as shall be necessary in such behalf. In witness whereof, &c.

Robert Farr (being seized of a Tenement in fee with remainder, wherein Eliz. Farr hath an estate for her life) having levied a fine, now suffereth a recovery, and setteth and assureth the same to Robert Black and his heirs in fee-simple by the subsequent deed.

THis Indenture quadripartite, &c. between Robert Farr, son and heir of, &c. G. G. and E. Ar. of, &c. of the first part, Robert Black of, &c. of the second part, W. H. and T. H. of, &c. of the third part, and I. P. and H. Bl. of the fourth part, witnesseth, That for and in consideration of the summe of 200 l. of, &c. to the said R. F. before the enscaling and delivery hereof, well and truly satisfied and paid by the said R. Bl. whereof the said R. F. doth by their presents acknowledge the receipt, and whereof, &c. He the said R. F. and the said G. G. and E. Ar. at his request and nomination have, and every of them hath (by and with the consent and direction of the said R. B.) granted, bargained, sold, aliened and confirmed, and by, &c. unto the said W. F. and T. Y. all that great Messuage, &c. together with all Houses, Buildings, &c. and the Rents, Services, Reversions and Remainders thereof, and also all the estate, right, title, interest, challenge, claim and demand whatsoever, of them the said R. E. G. G. and E. Ar. and every or any of them, of, in and to the said granted Tenement, &c. and also all Deeds, Evidences, Charters, Writings, Escrips and Minuments whatsoever, which do touch

or concern the said granted premisses, or any part thereof, To have and to hold the said Messuage or Tenement, Garden and Premisses before, hereby granted or conveyed, or mentioned, or intended to be hereby granted and conveyed, and every part and parcel thereof, with the appurtenances, unto the said W. F. and T. Y. their heirs and assigns, to the only uses, intents and purposes hereafter in these presents limited, expressed and declared, that is to say, to the use of them the said W. F. and T. Y. and of their heirs, until a good and perfect common recovery shall be in due form of Law, at the costs and charges of the said R. B. or his heirs, had and executed, of and for the said, hereby granted or intended to be granted, Messuage, Tenement and Premisses against them the said W. F. and T. Y. before the Justices of the Court of Common-pleas at *Westminster*, according to the usual course of common recoveries in the same Court used for assurance of Lands and Tenements, in which recovery the said L. P. and H. B. shall be demandants and recoverers, and the said R. F. shall be vouched to warrant, so as such recovery so to be had, be had, and executed before the end of the term of *St. Hillary* next ensuing the date hereof, and from and after the full execution of the said recovery (in case the same shall be had and executed before the end of the same term of *St. Hillary*, the said Recoveries intended shall stand seized, or in case the said recovery intended to be had shall not be had and executed by the time aforesaid) then from and after the end of the same term of *St. Hillary*, to the use of the said R. B. and of his heirs and assigns for evermore, and to and for none other use, intent or purpose, to be holden of the chief Lord or Lords of the Fee or Fees of the premisses by the rents and services therefore due, and of right accustomed, and the said R. F. for himself, his heirs, execu-

tors and administrators, and for every of them, doth covenant, promise and grant, to and with the said R. B. his heirs and assigns by these presents, that for and notwithstanding any act, matter or thing, had, made or done to the contrary by him, and the said E. F. his Father deceased, or either of them (except as herein after is excepted) the said R. F. G. G. and E. A. or some of them, are, or one of them is, at the enfealing and delivery hereof, the true and lawful owners or owner of the said granted, or intended to be granted premisses, and every part and parcel thereof, and of and in the same, and every part and parcel thereof lawfully and rightfully seized of a good, sure, sufficient and absolute estate of inheritance in Fee-simple, in his or their own right, and to the only use of them, or some or one of them, his or their heirs, by good assurance, right or title in the Law indefeazible, without any reversion, remainder, or further interest in the Commonwealth, or any other person or persons whatsoever, and also that notwithstanding as aforesaid (except as herein after is excepted) the said R. F. G. G. and E. A. or some or one of them have or hath, at the time of the enfealing and delivery hereof, full power, good right and lawful authority, to grant, convey and assure the said granted or intended to be granted premisses, and every part and parcel thereof, in manner and form aforesaid, and according to the true intent and meaning thereof: and further also, that the said granted Messuage, Tenement and Premises, and every part thereof, with their appurtenances, now be and are, and so from time to time, and at all times hereafter, shall or may be, remain and continue to the uses, intents and purposes aforesaid, in manner and form aforesaid, and according to the true intent and meaning of these presents, clearly acquitted (freed) and discharged of and from all and all manner of former and other

other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Joyntures, Dowers, Wills, Covenants, Intails, Statutes-merchant, and of the staple, recognizances, judgments, executions, extents, rents, charge-rents, seck, arrerages of rents, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed, omitted, or suffered to be done, or at any time hereafter to be had, made, done, committed, omitted, or suffered to be done by him the said R. F. and the said E. F. his father, or either of them, except an Estate assured to and upon E. H. widow, late wife of the said E. F. by him the said E. for the term of the life of the said E. of the premisses hereby conveyed, or intended to be conveyed, which is intended to be surrendered for the better execution of the said intended recovery, and also except a bargain and sale lately made by the said R. F. G. G. and E. A. to the said W. F. and T. Y. of the same premisses, to hold from *December 20.* last past, for the term of one whole year, which bargain and sale was intended, and made for the better execution of these presents; and the said R. F. for himself, his heirs, executors and administrators, doth further covenant, promise and grant to and with the said R. B. his heirs and assigns by these presents, that he the said R. B. his heirs and assigns, shall or lawfully may from time to time, and at all times hereafter for ever, according to the true intent and meaning of these presents, peaceably and quietly enter into, have, hold and enjoy the said granted Messuage, Tenement, Garden and Premises, and every part and parcel thereof with the appurtenances, without any let, interruption, challenge, claim, disturbance, eviction, ejection, molestation, hinderance or denial, of or by the said R. F. or of or by any other person or persons whatsoever, having or claiming, or

pretending to have any lawful estate, right, title or interest in or to the premisses, or any part thereof, from by or under him, or his said Father deceased (except the said *El. F.* and such as shall or may claim, for, by, from or under, and only for, by, from or under the estate for life of the said *El. F.* and the bargain and sale before herein excepted) and further also, that he the said *R. F.* and his heirs, and all and every other person and persons, having or claiming to have, or that shall or may have, or claim to have any right, title, estate or interest, of, in or to the premisses, from, by or under him, or his said Father (except before excepted) shall and will from time to time, and at all times hereafter, during the space of Ten years next ensuing the date hereof, upon the reasonable request, and at the costs and charges of the said *R. B.* his heirs or assigns, make, do, suffer, acknowledge and execute, or cause to suffer to be done and executed, all such further and other lawful and reasonable acts, things and assurances, for the further, better and more perfect granting, assuring and conveying of the said Messuage, Tenement, garden and premisses, before hereby granted or mentioned, meant or intended to be hereby granted, with the appurtenances, to the use of the said *R. B.* his heirs and assigns for ever, according to the true meaning of these presents, as by him the said *R. B.* his heirs or assigns, or by his or their Council learned in the Law, shall be in that behalf reasonably devised, or advised and required, so as for the making of such further assurance, neither the said *R. F.* nor any other person, by whom such assurance is to be made, shall be compelled or compellable to travel for the doing thereof, further than the Cities of *London* or *Westminster*, and so as such further assurance contain not, nor imply any further or more general warrant or acquittal, than is before herein comprized. And it is concluded and agreed by and between
the

the said parties to these presents, that all and every fine and fines, recovery and recoveries, and other assurances whatsoever, at any time heretofore had, made, suffered or executed of the premises, or at any time hereafter be had or executed of the premises, or any part thereof, either alone by it self, or together with any other Lands, Tenements or Hereditaments, and whereunto the said R.F. hath been, or he or his heirs shall be in any sort consolor or consors, vouchee or vouchees, party and parties, shall be and enure, and shall be deemed, adjudged and taken to be and enure, as touching the said granted premises, to and for the only use of the said R.B. and of his heirs and assigns for ever, and to or for none other use, intent or purpose whatsoever; provided alwayes, and it is the true intent and meaning of these presents, and of all the parties hereunto, that neither these presents, nor any thing therein contained, shall extend, or be construed to extend to charge the said G.G. and E. Ar. or either of them, their or either of their heirs, with or for any warranty or acquittal of the said premises, or any part thereof, other than against him and themselves respectively, and his and their respective heirs. In witness, &c.

Note.

A demise, bargain and sale was made by R.H.G.G. and E. A. to W. F. and T. Y. *Habend.* to them for one year, from *Decemb. 25.* last, that the estate of Free-hold might rest in them without livery.

Note.

A Surrender is made by *El.* to R. F. of her Estate for life; for otherwise W. F. and T.Y. could not have been made perfect Tenants of the Free-hold.

John Vaugh. (seized of a reurement jure uxoris for her life, the remainder in fee-tail belonging to Tho. M.) together with his wife, and the Tenant in tail, conclude to convey the same to T. S. and his heirs, the assurance is by fine and recovery intended to be executed, the use whereof being to T. S. and his heirs, is directed by the following Deed; wherein are comprized necessary Covenants.

THIS Indenture Quadripartite, made, &c. between I. V. of, &c. and Mary his wife, late the wife of E. M. late of, &c. deceased, of the first part, Tho. M. of, &c. Son and Heir of the said E. M. on the body of the said Mary begotten, of the second part, Th. S. of, &c. of the third part, and W. F. of, &c. of the fourth part. Whereas the said I. V. and M. his wife, stand seized in the right of the said M. of an estate of free-hold, for term of the life of the said M. the remainder thereof in fee-tail to the said T. M. party to these presents, belonging with divers remainders over, of and in all that one great or Capital Messuage, &c. and also of and in all Houses, Edifices, &c. witnesseth now this present Indenture, that for and in consideration of the sum of 600 l. of, &c. to the said, &c. well and truly paid and satisfied, it is concluded and agreed by and between the said parties to these presents, that a good and perfect estate of inheritance in fee-simple, shall be conveyed, settled and assured to and upon the said T. S. of and in all and singular the said great Capital Messuage or Tenement and Mansion-house, now used as two houses, as aforesaid, and all other the premises before mentioned with their and every of their rights, members and ap-
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appurtenances, and that to that end, intent and purpose, the said *John V.* and *Mary* his wife, and *The M.* party to these presents, shall and will before the end of *Michaelmas* Term, now next ensuing the date hereof, acknowledge and levy to the said *W. F.* and his heirs, one fine *sur connuissance de droit come ceo*, &c. to be sued out with Proclamations, according to the form of the Statute in that case made and provided, of all and singular the said Capital Messuage or Mansion-house, and other the Premises, with the appurtenances, by the name of two Messuages, with the appurtenances, in the Parish of, &c. or by some other apt name or names, as by counsel shall be thought meet, to the intent to make the said *W. F.* perfect Tenant of the free-hold of the premises, that so one Writ of entry *sur disseisin en le pozt*, issuing out of the High-Court of Chancery, and to be returnable before the Justices of the Court of Common-pleas at *westminster*, may be obtained and sued out, whereby the said *T. S.* shall demand against the said *W. E.* all the said Capital Messuage or Mansion-house and Premises, by some apt name or names, as by counsel shall be advised, to which Writ the said *W. F.* shall appear in person, or by Attorney thereunto lawfully authorized, and after count or declaration against him by the said *T. S.* he the said *W. F.* shall make defence by words of course, and vouch to warranty the said *T. M.* party to these presents, who shall likewise appear in person, or by his Attorney in that behalf lawfully and sufficiently authorized, and after count or declaration against him by the said *T. S.* shall make defence by words of course, and vouch to warranty the common vouchee, who shall appear in person at the Bar of the said Court of Common-pleas, and after declaration against him, shall make defence, and enter into the warranty, and afterwards make

make default, whereupon several judgments shall or may be had, that so a good and perfect common recovery with double voucher, according to the course of common recoveries in the said Court of Common-Pleas used, may be had and executed of the premises: And this Indenture further witnesseth, and it is the true intent and meaning of these presents, and of all the parties to the same, that the said recovery so, or in any other manner to be had or executed, and the whole execution of the fine and recovery of the said Capital Messuages and Premises, to be had or executed, as aforesaid, shall be and enure, and shall be deemed, adjudged, construed and taken to be and enure, to and for the only proper use and behoof of the said T. S. and of his heirs and assigns for ever, and to none other use, intent or purpose whatsoever. And the said *John V.* for himself, his heirs, executors and administrators, doth covenant, promise and grant, to and with the said T. S. his heirs and assigns by these presents, that (saving and excepting the terms and estates herein after excepted) he the said I. V. and *Mary* his wife, at the time of the ensealing and delivery hereof, are, and so until the fine aforesaid, by them to be levied, as aforesaid, shall be fully executed, as aforesaid, shall be seized in the right of the said *Mary* of a good estate of Free-hold for the life of the said *Mary*, of and in the Capital Messuage, Mansion-house and premises before mentioned, to be settled and assured to or upon the said T. S. or his heirs aforesaid, and that the said I. V. and *Mary* his wife now have, and until as aforesaid, shall have full power, good right, and lawful authority to convey and assure the premises to the said T. S. and his heirs, for the life of the said *Mary*, according to the true intent and meaning of these presents, and also that the said Capital Messuage

or Mansion-house and Premises before mentioned or intended to be hereby settled or assured, as aforesaid, and every part and parcel thereof, with the appurtenances, now be and are, and so from time to time, and at all times for ever, shall or may be, remain and continue unto the said T.S. his heirs and assigns, according to the limitation aforesaid, and according to the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by the said I. V. his executors or administrators, well and sufficiently saved and kept harmless of and from all former and other Grants, Leases, Mortgages, Estates, Acts, Titles, Charges, Troubles and Incumbrances whatsoever, had, made or done, or to be had, made, done or committed by him the said John V. and Mary his wife, or either of them except and fore-prized one Lease of Indenture bearing date, &c. made and granted by the said John V. and Mary his wife, and T. M. party to these presents, of certain parts of the said Capital Messuage then, &c. for the term of 91 years, from the Feast of the birth of our Lord God, then last past, upon which is reserved the yearly rent of 30 l. and 10 sh. and also excepted and fore-prized such term and interest as Tho. A. hath in the other parts of the said Capital Messuage, by virtue of a Lease heretofore made to Simon L. Mercer, deceased, for certain years yet to come, under the yearly rent of 44 l. and 10 shillings, which said several yearly rents from henceforth, for and during the rest and residue to come, of the respective terms before mentioned, to grow due and payable, it is concluded and agreed by and between the said parties to these presents, and every of them, and declared to be their true intent and meaning, shall continue, and be due and payable, and ought to be paid to the said T. S. his heirs or assigns; and the said I. V. for himself,

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his heirs, executors and administrators, doth further covenant and grant to and with the said T. S. his heirs and assigns by these presents, that he the said T. S. his heirs and assigns, shall or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold and enjoy all and singular the Capital Messuages, Mansionhouse and Premises before mentioned, or intended to be hereby settled or assured, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without any let, interruption, disturbance or incumbrance, of or by them the said I. V. and *Mary* his wife, or either of them, or of or by any other person or persons lawfully claiming, or to claim, or having right or title from, by or under them, or either of them, their or either of their act, right, title or estate, except such as shall or may claim by or under the Leases before excepted, or either of them, and for the terms or interest in or by the same Leases granted only, and also that he the said I. V. and *Mary* his wife, and either of them, shall and will from time to time, upon the reasonable request, and at the costs and charges in the Law of the said T. S. his heirs and assigns, make, do, suffer, execute and acknowledge all and every such further and other lawful and reasonable acts, things and assurances in the Law, containing or implying no further or more general warranty or acquittance than only against them the said I. V. and *M.* his wife, and either of them, for the better assuring and sure-making of the said Premises to the said T. S. his heirs and assigns, as by him or them, or by him or their Council learned in the Law, shall be in that behalf reasonably devised, advised or required, and so as for the doing thereof, neither the said I. V. or *Mary* be compelled to travel above Ten Miles from the

the place of his or her respective dwelling or abode, at the time of such request to be made. And the said T. M. party to these presents, for himself, his heirs, executors and administrators, and every of them, doth covenant and grant, to and with the said T. S. his heirs and assigns by these presents, that saving and excepting the terms and interests herein before excepted, he the said T. M. at the time of the enfealing and delivery hereof, is seized of a good, perfect and absolute estate of inheritance in Fee-simple, of and in the said Capital Messuage, Mansion-house and Premises before mentioned, or intended to be settled or assured, and until, &c. shall be settled and assured to and on the said T. S. his heirs and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents, shall be seized of all and singular the same Capital Messuage, Mansion-house and Premises, with the appurtenances of a good, lawful and sufficient estate of inheritance, in Fee-tail expectant, upon the death of the said *Mary Vaughan*, and at the time of the enfealing and delivery hereof, hath, and until as aforesaid, shall have full power, good right and lawful authority, to convey, settle and assure the premises, to and upon the said T. S. his heirs and assigns for ever, in form aforesaid, according to the true intent and meaning of these presents, and also that all and singular the said Capital Messuage or Mansion-house, and other the premises before herein mentioned or intended to be conveyed, settled or assured, as aforesaid, and every part and parcel thereof, with the appurtenances, now be and are, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue unto the said T. S. his heirs and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents clearly ac-

acquitted, exonerated and discharged, or otherwise by him the said T.M. party to these presents, his heirs, executors or administrators, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, Grants, Leases, Mortgages, Estates, Joyntures, Dowers, Wills, Covenants, Entails, Statute-merchant, and of the Staple, Recognizances, Judgments, Executions, Extents, Debts to the Common-wealth, Debts of Record, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by them the said T. M. and the said E. M. his Father, and T. M. his Grand-father, or any of them, or by any other person or persons whatsoever, the said Leases therein before mentioned to be excepted, and either of them, and the said Estate, for life of the said M. V. and the Fee-farm rent of 16 sh. issuing, or yearly due and payable out of or for the said premises, to the Mayor and Commonalty of the said City of B. only excepted and fore-prized; and the said T. M. for himself, his heirs, executors and administrators, doth further covenant and grant to and with the said T. S. his heirs and assigns by these presents, that he the said T. S. his heirs and assigns, and his and their farmers and tenants shall, or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the said capital Messuage, Mansion-house and premises before mentioned, or intended to be conveyed, settled or assured, and every part and parcel thereof with the appurtenances, and take, receive and enjoy the rents, issues and profits thereof, to his and their own use, without any let, interruptions, disturbance

substance or incumbrance of or by him the said
 T. M. or his heirs, or of or by any other person or
 persons whatsoever, claiming or to claim, or having
 or pretending to have any lawful Estate, right, title,
 interest or thing, of, in, to or out of the premisses, or
 any part thereof (except such as shall or may claim
 for, by or under the Leases, Estates and Rents before
 herein excepted, or any of them) And further, that
 he the said T. M. and his heirs, and all and every o-
 ther person and persons, that shall or may claim
 from, by or under him, shall and will from time to
 time, and at all times hereafter upon the reasonable
 request, and at the costs and charges in the Law of the
 said T. S. his heirs or assigns, make, do, suffer, ex-
 ecute and acknowledge, or cause to be made, done,
 suffered, executed and acknowledged, all and every
 such further, and other reasonable and lawful acts,
 things and assurances in the Law whatsoever, for the
 further and better assuring, sure-making, settling and
 conveying to the said T. S. his heirs and assigns,
 of all and singular the said Capital Messuage or Man-
 sion-house and Premises before hereby mentioned, or
 intended to be hereby settled, conveyed or assured, and
 every part and parcel thereof by such ways & means in
 the Law, as by him the said T. S. his heirs or assigns,
 or by his or their Council learned in the Law, shall be
 in that behalf reasonably devised or advised and requi-
 red, so as for the doing thereof the said T. M. and such
 others as are or ought to make such further assurance
 by force of these Covenants, be not compelled or com-
 pellable to travel above Fifty Miles from the place of
 his or their respective dwelling or abode at the time
 of such request to be made: and it is declared to be the
 true intent and meaning of these presents, and of all the
 parties to the same, that all fines, feoffments, recove-
 ries, conveyances and assurances at any time hereafter

to be had, levied, suffered, executed or acknowledged, by or between the said parties hereunto, or any of them, or any other person or persons whatsoever of the said capital messuage or mansion house & premisses before mentioned, or any part thereof, either alone by a self, or together with any other Lands, Tenements or Hereditaments, shall be an enure, and shall be deemed, adjudged, construed and expounded to be an enure, to and for the only use and behoof of the said T.S. and of his heirs and assigns for ever, and to none other use, intent or purpose; and the said I. V. and Mary his wife, and I. M. party to these presents, for the considerations aforesaid, have granted, bargained and sold, and by these presents do grant, bargain and sell to the said T.S. and his heirs, all and every the Deeds, Charters, Evidences, Writings, Counterparts of Leases, Escripts and Minuments, which do touch or concern the said Messuage and Tenement, or any part or parts thereof, all which, or as many of them as now are, or be in the hands or possession of the said I.V. and M. his wife, or either of them, or of any other person or persons, to his, her, or their own use, or by his or her delivery, or in the hands or possession of the said T. M. party to these presents, or of any other person or persons, to his, or by his delivery, the said I. V. for himself, his executors and administrators respectively, and the said T. M. for him, his heirs, executors and administrators, do severally and respectively covenant and agree, to deliver, or cause to be delivered, uncanceled and undefaced, ar in as good condhion and plight, as now the same are unto the said T.S. his heirs or assigns, before the Feast-day of the birth of our Lord God next ensuing the date hereof. In witness whereof, all the said parties to every part of this Indenture *Quadrupartite*, have put their hands and seals &c.

William

William King, (being seized of lands and &c. in fee-tail with remainders) dieth, having issue three daughters; who as co-heirs enter. Now S.N. and Hest. his wife, one of the co-heirs, (for the better conveying of Hesters th.rd part to J.F. and his heirs) suffer a recovery, and by this Deed, together with the tenants of the free-hold, and the recoverers direct the use of the same recovery.

THIS Indenture Tripartite, &c. Between Sam. N. &c. and Hester his Wife, (one of the Daughters and co-heirs of W.K. late of, &c. deceased) of the first part, J.F. the younger of, &c. of the second part, and T.Y. of, &c. and N.L. and B.T. of the third part, witnesseth, That whereas the said S.N. and Hester his Wife, in the right of the said Hester were at the beginning of the Term of St. Michael now last past, and before seized in fee-tail, with divers remainders over, of and in one full third part (the whole into three equal parts to be divided) of all that tenement, &c. containing by estimation one yard land, with the appurtenances, set, lying and being in Dundry aforesaid, in the said County of Somerset, and of and in all houses, edifices, buildings, barnes, stables, orchards, gardens, backfides, lands, tenements, meadows, leasows, pastures, commons, common of pasture, woods, underwoods, profits, commodities, emoluments and hereditaments whatsoever, to the said messuage and premises; or any of them, or to any part and parcel of them belonging, or in any wise appertaining; and whereas the said S.N. and H. his Wife, being so seized as aforesaid, since the beginning of the said last Term of Saint Michael, did, for and in consideration of the summe of 100 l. of, &c. to them by the said J.F. before the enfealing and delia

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very hereof, well and truly paid and satisfied, whereof they do hereby acknowledge the receipt, and thereof and of every part and parcel thereof, do clearly acquit and discharge the said J.F. his heirs, executors and administrators by these presents, conclude and agree, to and with the said J.F. to convey and assure to the said J.F. his heirs and assigns for ever, to the only and proper use and behoof of him the said J.F. his heirs and assigns for evermore, the one full third part of all and singular the tenement, cottages, lands, and premises before in these presents mentioned or expressed, and of all and singular other the messuages, lands, tenements & hereditaments whatsoever within the Parish of *Dundry* and *Chew* aforesaid, or either of them, whereof the said *William King* the younger, (father of the said *Hester*) in his life-time, and at the time of his death was seized of an estate of inheritance by such wayes, means and assurance in the Law, as by the Council of the said J.H. should be advised and thought meet, and whereas it was advised and thought meet by the Council of the said J.F. and concluded and agreed by and between the said parties to these presents, that a common recovery with double voucher should be suffered and executed of the said third part, by the said S.M. and H. his Wife, of the messuages, tenements, cottage, land and premises, before in these presents mentioned or expressed, for the cutting off the said intail, and barring all remainders, and for the assuring and settling of the inheritance of the same third part, to and on the said J.F. his heirs and assigns for ever, in pursuance of which said advice, conclusion and agreement, they the said S.N. and *Hester* his Wife, by their Deed indented, bearing date the first day of this instant Moneth of *November*, and inrolled in the High Court of Chancery the nineteenth day of the same moneth, (made between

them the said S.N. and *Hester* of the one part, and the said T.Y. of the other part) have granted, bargained and sold to the said T.Y. and his heirs, one full third part (the whole in three equal parts to be divided) of all and singular the tenement, cottage, lands and premises before in these presents mentioned or expressed, and of all and singular other the lands, tenements and hereditaments whatsoever, within the Parishes of *Dundry* and *Chiew* aforesaid, or either of them, whereof the said *W. King* the younger, (father of the said *Hester*) in his life-time, and at the time of his death was seized of an estate of inheritance, and the rents, reversions and services thereof, to be had and holden to the said T.Y. perfect tenant of the free-hold of the premises, that a good, perfect and common recovery, with double Voucher, might thereof be had and executed, in pursuance of, and according to the said conclusion and agreement; and whereas afterwards in the same Term of *St. Michael*, according to the conclusion and agreement aforesaid, the said N.L. and B.T. did pursue out of the said Court of Chancery one Writ of entry *sur disseisin rate post*, returnable before the Justices of the Court of Common-Pleas at *Westminster*, whereby the said N.L. and Ben. T. demanded against the said T.Y. the said part of the messuage, tenement, cottage, lands, and things herein before mentioned or expressed, and by the said conclusion and agreement, meant or agreed to be assured or conveyed to the said J.F. and his heirs as aforesaid, by the names of the third part of two messuages of thirty acres of land, of ten acres of meadow, of thirty acres of pasture, of three acres of wood, and common of pasture, with the appurtenances, in *Dundry* and *Chiew* in the County of *Somerset*, to which Writ the said T.Y. appeared in person, and after declarations against him by the said N.L. and

B.T. he the said T.Y. appeared in person at the Bar of the said Court, & vouched to warranty the said S.N. and H. his Wife, who likewise appeared in person, and did enter in the warranty, and afterwards vouched over the common vouchee, who did likewise appear in person, and after declaration against him made defence, and afterwards made default, whereby several judgements were had according to the course of common recoveries used in the said Court of Common pleas, witnesseth now further this present Indenture, and it is hereby explained, declared and expressed, that the true intent and meaning of all the said parties to these presents before, and at the time of the suffering the said recovery, was, & ever since hath been & yet is that the said recovery, & the whole execution thereof should, and for ever hereafter shall be and endure, and the said recoveries, and their heirs shall for ever hereafter stand and be seized of, and in the said third part of the said tenement, cottage, lands, and premises before-mentioned, with the appurtenances, to and for the only proper use and behoof of him the said J.F. and of his heirs and assigns for ever, and to or for none other use, intent or purpose whatsoever, and for that end and purpose (according to the advice of Council, and the conclusion and agreement afore said) the said S.N. and H. his Wife, for them and their heirs, and every of them do, and either of them doth by these presents remise, release and quit-claim all Errors, Writ and Writs of Error, cause and causes of Error, misprisions and misentries and demands, which they the said S. and H. or either of them, their or either of their heirs have, or hereafter may or ought to have, for or by reason of any errors, imprisonment, mis-entry, erroneous obtaining or prosecution of the said Writ of entry and Judgements afore said, or any of them, or other

ther matter or thing whatsoever, in or about, or any way touching or concerning the said recovery, or any the proceeding or prosecution thereof: And the said S.N. for himself, his heirs, executors and administrators, and for every of them, doth covenant, promise and grants, to and with the said J.F. his heirs and assigns, and to and with every of them by these presents, that he the said S.N. and H. his Wife, at the time of the ensealing and delivery of the said recited Deed, made to the said T.Y. and before mentioned to be enrolled as aforesaid, were lawfully and rightfully seized in the right of the said H. of, and in one full third part (the whole in three equal parts to be divided) of all and singular the tenement, lands and premises before herein mentioned in fee-simple, or fee-tail, and at the time of the ensealing of the said Deed as aforesaid, had full power, good right, and lawful authority, to grant, convey, settle, and assure the said third part, in manner and form aforesaid, according to the true intent and meaning of these presents, and also that the said third part of the said tenement, land and premises before herein mentioned, or intended to be conveyed, settled or assured to the said J.F. as aforesaid, now be and are, and so from time to time, and at all times hereafter for ever shall or may be, remain and continue unto the said J.F. his heirs and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by them the said S.N. and Hester, their executors or administrators, well and sufficiently sayed and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, estates, joynitures, powers, wills, covenants, entails, statutes-merchant and of the staple, recognizances, judgements, executions,

extents, debts to the Common-wealth, sequestrations, debts of Record, fines, issues, amerciaments, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by the said S.N. and *Hester, William King the younger, and William King the elder, father and grand-father of the said H.K. or any of them, or by any other person or persons whatsoever, claiming or to claim, from, by or under them, or any of them, and the said S.N. for himself, his heirs, executors and administrators, and every of them, doth further covenant, promise and grant, to and with the said J.F. his heirs and assignes, and every of them by these presents, that he the said J.F. his heirs and assignes, and his and their farmers and tenants, shall, or lawfully may from time to time, and at all times hereafter for ever, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy one whole third part of all and singular the Tenements, Lands and premises before-mentioned, and take, receive and enjoy the rents, issues and profits thereof to his and their own use, without any let, interruption, challenges, claim, disturbance or incumbrance, of or by them the said S.N. and *Hester, or either of them, their or either of their heirs, &c. or of or by any other person or persons whatsoever, lawfully claiming, or having, or pretending to have any lawful estate, right, title, interest, or thing, of, in, to or out of the said granted third part, from, by, or under the said Hester, and her said father and Grand-father, or any of them. And further, that he the said S.N. and *Hester his Wife, & the heirs of the said Hester shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the***

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costs and charges in the Law of the said J.F. his heirs and assignes, make, do, suffer, execute and acknowledge, or cause to be made, done, suffered, executed and acknowledged, all and every such reasonable and lawful acts, thing and assurances in the Law whatsoever for the further and better settling, assuring, suremaking and conveying to the said J.F. his heirs and assignes for ever, according to the true intent and meaning of these presents, the said third part before hereby mentioned, or intended to be conveyed and assured of, and in the tenements, lands and premises aforesaid, by such wayes and means in the Law, as by him the said J.F. his heirs or assignes, or by his or their Council learned in the Law, shall be in that behalf reasonably devised, or advised and required, for the making whereof, the said S.N. or *Hester*, shall not be compelled to travel above twenty miles from the place of his, her or their dwelling or abode at the time of such request to be made, nor to enter into any further or more general warranty, or acquittal than is herein comprized, and the said S.N. and H. his Wife, for the considerations aforesaid, have granted, bargained and sold, and by, &c. to the said J.F. his heirs and assignes, all Deeds, Charters, Writings and Evidences which do touch or concern the premises aforesaid, or any part thereof, and all the right, title, and demand therein, the said S. and H. of, in and to all and every or any the same Deeds, Evidences and Writings. In witness whereof all the said parties have to each part of this Indenture Tripartite, &c.

W.B. being possessed of Lands, &c. for a term of years, (the inheritance of which Lands in fee-simple, was conveyed to R.R. and W.B. in trust, to be disposed of as W.B. and his wife shall appoint) contracts with W. for sale; the assurance advised thus, That for keeping on foot the term; and preventing incumbrances, the term should be granted to W.D. himself, and the inheritance to W.D. his Son, the inheritance is conveyed to the Son, as followeth.

THis Indenture, &c. between W.B. of, &c. R.R. and W.K. of, &c. of the one part, and W.D. and W.D. of, &c. witnesseth, That for and in consideration of the summe of, &c. to the said W.B. by the said W.D. the elder, before the ensealing hereof paid, as well for certain terms and interests by the said W.B. to him the said W.D. already made and granted of the parcels of Land herein after granted, as for the inheritance thereof, hereby intended to be granted and conveyed, the said R.R. and W.K. at the request of the said W.B. and by the appointment, and with the attornment of the said W.D. the elder, have, and either of them hath granted, bargained, sold, aliened and confirmed, and by, &c. to the said W.D. the Son and his heirs, all that Messuage, Tenement, &c. and all rents, reversions, remainders and services of the said premises, and all their and either of their right, title, interest, challenge, claim and demand whatsoever, of, in and to the same premises, to have, hold and enjoy the said, &c. unto the said W.D. the Son, his heirs and assigns for ever, to his and their own use for evermore, to be holden of the chief Lord or Lords of the Fee or Fees of the premises, by

and services therefore due, and of right accustomed; and it is concluded and agreed by and between the said parties, that neither these presents, nor any thing therein contained, shall extend to be construed to extend, to bind or charge the said R.R. and W.K. or either of them, their or either of their heirs touching the premises, otherwise than against his and their own acts respectively. In witness whereof, &c.

Note,

That in respect of the Attornment of Tenant, the estate of inheritance passeth legally without livery.

B.M. being seized of Lands, (jure uxoris) she being a co-heir purchaseth of J.B. (to whom the estates of the other co-heirs is come) all the Lands, the conveyance is by recovery concluded to be suffered by J.B.

THIS Indenture, &c. Between J.B. of, &c. Son and heir of William Beaumont late of, &c. deceased, and M. his Wife, one of the daughters and co-heirs of D.S. Gent. deceased, of the one part, and B. M. of, &c. William H. J.H. of, &c. and Rich. C. of, &c. of the other part, witnesseth, That the said John Beaumont, for and in consideration of the sum of 100 l. of, &c. to him by the said B.M. before, &c. whereof, &c. hath agreed to grant, convey and assure to the said B.M. his heirs and assigns for ever, all that roft, and eight acres of Land by estimation, be they more or less, called, &c. and also common of pasture for six young Beasts, and one House with the appurtenances in Wickware Heath, all which premises are situate, &c. and now are in the possession, holding, or occupation of the said B.M.

in

in the right of E. his Wife the daughter of R. W. deceased, for term of her life, and which said premises late were the inheritance of the said D.B. and by and after his death, descended & came to his three daughters, viz. the said M.E. the Wife of R.C. and B. the Wife of J.M. the parts and portions of which E.C. and B. he the said W.B. purchased and dyed thereof seized. And also the said J.B. for the considerations aforesaid, hath agreed to grant, convey and assure to the said B.M. his heirs and assigns forever, all other the messuages, lands, tenements and hereditaments of him the said J.B. within the Parish of W. aforesaid, and all rents, reversions and services of the premises, and every part thereof, as by such wayes and means as by him the said B.M. or his Council learned in the Law, shall be in that behalf reasonably devised and required: and this present Indenture further witnesseth, that the said J.B. doth for himself, his heirs, executors and administrators, covenant, promise and grant to and with the said B.M. his executors, and administrators and assigns by these presents, that he the said J.B. shall and will before the end of *Easton Term* now next ensuing, by Deed indented and enrolled in the high Court of Chancery, bargain and sell to the said W.H. and J.H. and their heirs, all the said roft and premises, to have and to hold to the said W.H. and J.H. and their heirs, during the natural life of the said J.B. to the intent and purpose to make them tenants of the Freehold of the premises, and that a Writ of entry *sur disseisin en le post*, shall be brought and prosecuted by the same R.C. against the said W.H. and J.H. whereby he shall demand the said premises by some fit or apt names against them the said W. and J.H. who shall appear in person, and vouch

warranty the said J.B. who shall likewise appear in person, and vouch over to warranty the common vouches, who shall likewise appear in person and enter into the warranty, and afterwards make default, and depart in contempt of the Court, whereby several judgements shall be had, (*viz.*) for the said R.C. to recover the premises against the said W.M. and J.H. and for them to recover in value against the said J.B. and for the said J.B. to recover over in value against the said common vouches, which said recovery, so or in any other manner to be had and executed, and all fines, feoffments, and other assurances at any time hereafter to be had or executed of the premises, or any part thereof, shall be and enure, and shall be deemed, adjudged, construed and expounded to be and enure, to and for the only use and behoof of the said B.M. and of his heirs and assigns for ever: and the said J.P. for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said B.M. his heirs and assigns by these presents, that he the said J.B. at the time of the enfealing and delivery hereof is, and until the said premises shall be fully and perfectly conveyed and assured to the said B.M. his heirs and assigns for ever, according to the true intent and meaning of these presents, shall be the true and lawful owner of the said premises, and every part thereof, and of and in the same and every part thereof lawfully and rightfully seized of a good estate of inheritance in fee simple, in his own rights, and to the only use of him and his heirs, by good, sure, sufficient and absolute conveyance, assurance, and title in the Law indefeasible, and also, that he the said J.B. at the time of the enfealing and delivery hereof, hath, and until the said premises shall be assured as aforesaid, shall have full power, good right, and lawful authority, to bargain, sell, con-

convey and assure the said premises, and every part thereof to the said B.M. his heirs and assignes for ever, according to the true intent and meaning of these premises, and also that the said premises, and every part thereof, now be and are, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue to the said B.M. his heirs and assignes, clearly acquitted and discharged, or otherwise by him the said J.B. his heirs and assignes, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, joyntures, dowers, wills, covenants, statutes, recognizances, judgements, executions, extents, rents, charges, rents, seck, arrerages of rents, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed, omitted or suffered to be done by him the said J.B. or by the said W.B. or by any other person or persons whatsoever, (except the estate of the said E.M. for her life, and except the rents and services from henceforth to be due and payable to the Chief Lord or Lords of the Fee or Fees of the premises) and also the said J.B. for himself, his heirs, executors and administrators, doth covenant, promise and grant, to and with the said B.M. his heirs and assignes by these presents, that he the said B. his heirs or assignes shall or lawfully may, from time to time, and at all times hereafter for ever, peaceably and quietly have, hold, and enjoy the said premises and every part thereof, without any let, interruption, challenge, claim, disturbance or incumbrance of or by him the said J.B. or his heirs, and without any lawful let, interruption, challenge, claim, disturbance or incumbrance of

or by any other person or persons (except such as shall or may claim, by or under the right or title of the said E.M. or for the rents and services aforesaid :) And further that he the said J.B. and his heirs, and every other person or persons, lawfully claiming or to claim any manner of lawful estate, right, title or interest in or to the premises (except before excepted) shall and will from time to time, and at all times hereafter upon the reasonable request, and at the costs and charges in the Law of the said B.M. his heirs or assigns, make, do and execute all and every such further acts and things, for the further and better assuring of the said premises, and every part thereof to the said B.M. his heirs and assigns for ever, as by him the said B.M. his heirs or assigns, or by his or their Council, &c. so as for the doing thereof, &c. a bargain and sale of Deeds, &c. In witness, &c.

Nota.

B.M. demiseth the lands to A. and B. *Habend.* forty years, (if the coverture between him and E. his Wife so long continue) on trust, to suffer him to enjoy and make such grants as he shall appoint.

Nota.

B.M. surrendereth to J.B. the premises *Habend.* to him and his heirs, provided, if J.B. or his assigns pay not 200*l.* before Midsummer next, &c. to be void, B.M. to enjoy the premises in the mean time.

P.H.

P.H. purchaseth Lands of W.H. & Uxor (other Lands he holds in the Right of J. his Wife, to whom the same were devised by R.I. her Brother in fee-simple) the Brother and Heir of the Devisor intendeth to settle other Lands which came to him by Descent, on the said P. and J. in tail. Now for the settling as well the Lands purchased of H. as all the rest, a Fine is levied by W.H. & Uxor J.I. (Heir to the Devisor) & Uxor, and the said P. & Uxor, and T.P. and J.C. The uses whercof are declared by the Deed following.

THIS Indenture Tripartite, &c. between W.H. of, &c. and M. his Wife, T.I. of, &c. Brother and Heir of R.I. late of, &c. deceased, who was Son and Heir of J.I. late of, &c. deceased, (begotten on the body of J. his Wife, Daughter of T.P. of, &c. deceased) and A. the Wife of the said T.I. of the first part, P.H. and J. his Wife of the second part, and T.P. and J.C. of, &c. of the third part, witnesseth. That whereas the said W.H. by his Deed indented, bearing date April 18. in the sixteenth year of, &c. for the consideration therein expressed, did grant, bargain, sell and convey to the said P.H. his heirs and assigns for ever, two several Messuages or Tenements, with the Garden and appurtenances thereunto belonging, situate and being, &c. and then and yet in the several holdings of, &c. and also three several holdings of, &c. and also three several Messuages or Tenements, with a Garden or out-ground on the back part thereof, and to the same three tenements, or some of them belonging or appertaining, situate and being, &c. and then and yet in the several tenures or oc-

cupation

cupation of, &c. as in and by the same Deed inden-
 tured more at large appeareth, and whereas also the
 said R.I. being in his life-time lawfully seized in
 fee-tail, of and in all the messuages, lands, tenements
 and hereditaments hereafter mentioned (that is to
 say) all that great messuage or tenement, wherein,
 &c. situate and being, &c. and also two other Mes-
 suages or tenements, &c. and also three Gardens, &c.
 and in his life-time (*viz.*) in the Term of *Easter*,
 in the sixteenth year of, &c. acknowledge and
 levy to the said P.H. and T.P. one Fine, *sur*
conuissance de droit come ceo, &c. which was sued out
 with Proclamation, according to the form of the Sta-
 tute in that case made and provided, before the then
 Justices of the Court of Common-Pleas at *Westmin-*
ster, of all the said messuages, lands, tenements and
 premises, by the names of nine Messuages, and four
 Gardens, with the appurtenances in, &c. as by the said
 Fine remaining of Record in the said Court more at
 large may appear. Which said Fine was levied to
 the intent and purpose, to make the said R.I. Te-
 nant of all the said premises in fee-simple, as by In-
 demnures to that purpose made, bearing date *April 20.*
 in the said sixteenth year of, &c. made between the
 said R.I. of the one part, and the said T.P. and
 P.H. of the other part, more at large it doth and
 may appear: and whereas the said R.I. after the le-
 vying of the said Fine, (that is to say) *April 25.*
 in the seventeenth year, &c. by the last Will and
 Testament in writing, bearing date the day and year
 last mentioned, did give and devise in these words,
viz. I give and bequeath all that Tenement, &c. un-
 to *Joan H.* my Sister, Wife of *Peter H.* and to her
 heirs and assignes for ever, and also in another place
 of the said Will gave and devised in these words,
viz. *Item,* I give to my Sister *J.H.* and to her
 heirs

heirs and assignes for ever, my house, lodge and orchard with the appurtenances, lying and being, &c. as by the said Will and Testament may appear, and whereas the said *Richard Joanes* afterwards died, leaving all the residue of the said Messuages, lands, tenements and premises, to descend and come to the said T.I. as brother and heir of the said R.I. witnesseth now further this present Indenture, that for the consideration aforesaid, and for and in consideration of the summe of 40 l. to him the said T.I. by the said P.H. before the enscaling and delivery hereof, well and truly satisfied and paid, whereof he acknowledgeth the receipt, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said P.H. his heirs, &c. and every of them for ever by these presents, and for settling the inheritance of all the said messuages, lands, tenements, hereditaments and premises, in such manner and form as hereafter in these presents is mentioned, limited and declared, and for divers other good causes and considerations, all the said parties moving, it is covenanted, granted, concluded and agreed, by and between all the said parties to these presents, that they the said W.B. and M. his Wife, T.I. and A. his Wife, P.H. and J. his wife, shall and will before the end of *Easter Term* next, acknowledge and levy to the said T.P. and J.C. and to the heirs of one of them one fine, *sur conuzance*, &c. to be sued out with Proclamations according to the form of the Statute in that case made and provided, before the Justices of the Court of Common Pleas at *Westminster*, of all the messuages, lands, tenements and premises before mentioned, by the names of thirteen messuages and seven gardens, with the appurtenances in, &c. which fine so or in any other manner to be acknowledged and

and levied, and all other fine or fines to be had, levied or acknowledged by or between the said Parties, or any of them, or any other person or persons of the said premises, or any part thereof, shall be and enure, and shall be deemed, adjudged, construed, and expounded to be and enure, to and for the only uses, intents and purposes hereafter in these presents, limited, expressed and declared, (that is to say) as touching and concerning all the said messuages, tenements, gardens and premises before mentioned, to be granted, bargained, sold or conveyed by the said *W. H.* in and by the said recited Deed indented, to the use and behoof of the said *P. Hobbs*, and of his heirs and assigns for ever, and as touching all other the messuages, lands, tenements, hereditaments and premises before mentioned, meant or intended to be comprized in the said fine thereby agreed to be levied, whereof no use is herein before expressed, and of every part and parcel thereof, with the appurtenances, to the use and behoof of the said *Peter H.* for term of his natural life, and from and after his decease, to the use and behoof of the said *Joan H.* for the term of her natural life, and from and after her decease, to the use and behoof of the first Sonne of the said *P. Hobbs*, on the body of the said *Joan* his wife begotten, and to be begotten, and of the heirs males of the body of such first Sonne lawfully to be begotten; and for default of such issue, to the use and behoof of the second Sonne of the said *Peter Hobbs* on the body of the said *Joan* his wife begotten and to be begotten, and of the heirs males of the body of such second Sonne lawfully to be begotten, and for default of such issue, to the use and behoof of all and every other Sonne and Sonnes of the said *P. H.* on the body of the said *Joan* his wife to be begotten, one after another, as they shall be in seniority of age, and priority of birth,

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and

and of the heirs of the body of every of the same
sonnes respectively to be begotten, the elder of the
said sons and the heirs of his body, being always pre-
ferred before the younger, and the heirs of their bo-
dies, and for default of such heirs, to the use and behoof
of all the daughters of the body of the said P. H. on the
body of the said I. his wife begotten and to be begot-
ten, and of the heirs of the body of the same daugh-
ters respectively, lawfully to be begotten, and for de-
fault of such heirs, to the use and behoof of the said
P. H. and I. his wife, and of their heirs and assigns for
ever: provided always, and it is explained and declar-
ed to be the true intent and meaning of these pre-
sents, and of all the parties to the same, that it
shall be lawful to and for the said P. H. and I. his
wife, at any time during the coverture between them
by any writing or writings indented to be by them
signed and sealed in the presence of three or more
credible witnesses, who shall thereunto subscribe or
indorse their names or marks, testifying the same
to alter, change, revoke, determine, diminish or in-
large all or any of the use or uses herein before limi-
ted, touching or concerning the said messuages, te-
nements and premisses, herein before limited, to the
said P. H. and I. his wife, or either of them for
their lives, or any part or parcel thereof, and by
the same writing or writings, or by any other writ-
ing or writings indented, so signed, sealed, and tes-
tified as aforesaid, to limit and appoint any other
use or uses of the same messuage or messuages, te-
nements and premisses last mentioned, or any part or
parcel thereof, to the said person or persons, or to any
other person or persons, and of such estate and effect
as to them shall seem best, and in case any such re-
limitation or appointment of uses shall be made
that then the said fine so to be levied, shall be

enure, and shall be deemed, adjudged, construed and expounded to be and enure, as touching the said messuages, tenements, lands and premises last mentioned, and every part thereof, to and for such new use and uses, as in and by such writing or writings, so to be signified, sealed and testified as aforesaid, shall be expressed, limited and declared, anything, &c. And the said *Thomas Joanes* for himself, his heirs, executors, and administrators, doth covenant, promise and grant to and with the said *P. Hubbs*, and *Joan* his wife, and either of them, their and either of their heirs, &c. by these presents, that all the said messuages, tenements and premisses, and every part and parcel thereof, with the appurtenances now are and be, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue to the several and respective uses before herein mentioned, limited and declared, according to the true intent and meaning hereof, clearly freed and discharged of and from all former and other bargains, sales, gifts, grants, leases, mortgages, charges, troubles and incumbrances whatsoever had, made, committed or done by him the said *Tho. Joanes*, or any other person or persons, lawfully claiming or to claim, by, from or under him. In witness, &c.

Marriage intended between Tho. Geo. Esquire, and Ph. B. single woman, Ph. (in regard the joynture agreed on cannot presently be assured) with consent of Tho. makes over all her land, &c. jewels, moneys, &c. to Eliz. his sister in trust, &c.

This Indenture Tripartite, &c. between T Geo. Esquire, Sonne and heir of Sir Tho G. of, &c. of the first part, Ph. B. single woman, and daughter

daughter of, &c. of the second part, and *Eliz. B.* sister of the said *Ph. B.* of the third part, witnesseth, That whereas there is a Marriage agreed upon, and shortly (by Gods grace) to be had and solemnized, between the said *T. G.* and the said *Ph. B.* and whereas the said *P. B.* is, and standeth possessed and interested in certain leases, money, jewels, debts, goods and chattels, and whereas also the said *T. G.* by reason of the present distractions of the times, is not able presently to assure unto the said *P. B.* such Joynture as is agreed on to be assured to her, witnesseth now further this present Indenture, that it is covenanted, granted, condescended unto and agreed upon, by and between all the said parties to these presents, in manner and form following (that is to say) the said *P. B.* by and with the consent and good will of the said *T. G.* Party to these presents, testified by being party, and putting his hand and seal to one or more parts of this Indenture, hath granted, aliened assigned and set over, and by, &c. unto the said *Eliz. B.* all such mannors, messuages, lands, tenements, rents, services and hereditaments whatsoever situate, lying and being in, &c. or elsewhere in *England*, whereof or wherein she the said *Phil.* is or standeth possessed or interested, and all her estate, right, title, interest, claim and demand whatsoever, in and to the same mannors, messuages, lands, tenements and premisses and every or any part thereof, together with all Leases, Deeds and writings, touching the same premisses and every part thereof. To have and to hold the said Mannors, messuages, Lands, tenements and premisses, and every part and parcel thereof, with the appurtenances to the said *Eliz. B.* her Executors, administrators and assigns, from henceforth, for and during all the respective time and times, terms and terms, as she the said *P. B.* hath, or ought to have

have hereunto to come and unexpired; and also the said *Ph. B.* by and with the like consent and agreement of the said *T. G.* party to these presents, testified as aforesaid, hath granted and delivered, and by, &c. to the said *Eliz. B.* all her jewels, moneys, bonds, specialties, debts, and other goods and chattels whatsoever, before hereby mentioned, meant or intended to be granted and delivered, and every part and parcel thereof with the appurtenances to the said *Eliz. B.* her Executors, Administrators and Assigns, to the uses, intents or purposes hereafter in these presents mentioned and declared: and it is expressed and declared to be the true intent and meaning of all the said parties to these presents, that the several grants herein before made to the said *Eliz. B.* are so to her made upon trust and confidence in her reposed, as well by the said *T. G.* Party to these presents, as the said *P. B.* that in case the said marriage take effect, and that the said *T. G.* shall, during the coverture between him and the said *Ph.* cause to be assured by good and sufficient ways and means in the Law to the said *Ph.* for her life, and after her death to the heirs of her body by the said *T.* party, &c. to be begotten, the mannors, messuages, lands, tenements and hereditaments, situate, lying and being in the Counties of *Wills* and *Gloucester*, or either of them, of the clear yearly value of 250 l. of, &c. over and above all rents, charges, deductions and reprizes, or that after such Marriage solemnized, if the said *Ph.* shall happen to depart this transitory life before the said *T. G.* and before such assurance made as aforesaid, which shall first happen, the the said *Eliz. B.* her executors, administrators and assigns, shall and will upon the reasonable request, and at the costs and charges in all things of the said *T. G.* his Executors, &c. not only grant, assign and set over to the said

T. G. party, &c. his executors, &c. all the said manors, messuages, lands, tenements, hereditaments and premisses before hereby granted or assigned by the said Ph. B. to the said *Eliz. B.* as aforesaid, for all such time and times, term and terms respectively, as shall be then therein to come and unexpired, discharged of all other grants and incumbrances made or done by the said *Elizabeth*, except such as she shall make or do by consent of the said T. G. his Executors, &c. but also grant and re-deliver to the said T. G. his Executors or Assigns, all such moneys, jewels, bonds, specialties, debts, and other goods and chattels whatsoever, as in the mean time shall come to the hands of the said *Eliz.* her Executors, &c. by force of these presents, and which shall remain or be in her or their hands, custody or possession, by the true meaning hereof, and also, that in such case, she the said *Elizabeth*, her executors, &c. shall from time to time, in the mean time after solemnization of the said Marriage, pay and deliver to the said T. G. all such rents, issues and profits of the said manors, lands, tenements, moneys and debts, as shall come to her or their hands or custody, and also upon further trust and confidence in the said *Elizabeth B.* reposed, that in case the said Marriage take effect, and the said T. G. happen to depart this transitory life before the said P. B. and before he shall have assured or caused to be assured to the said P. B. any mannor, messuages, lands, tenements or hereditaments of the value aforesaid, and in form aforesaid, that then in such case she the said *Elizab. B.* her executors, &c. shall and will not only re-grant, re-assign and set over to the said Ph. B. all the said manors, messuages, lands, tenements and premisses before hereby granted or assigned by the said Ph. B. as aforesaid, for all such time and times, term and

terms

terms respectively, as shall be then therein to come and unexpired, discharged of all other grants and incumbrances made or done by the said *Elizabeth B.* her executors, &c. except such as she shall make or do by the consent of the said *P. H.* but also re-grant and re-deliver to the said *Phil.* her executors or assigns, all such moneys, jewels, bonds, specialties, debts, and other goods and chattels whatsoever, as in the mean time shall come to the hands or custody of the said *Eliz.* her executors or assigns by force of these presents, and which shall remain or be in her or their hands, custody or possession, by the true meaning of these presents, and the said *T. G.* for himself, his executors, &c. doth covenant, promise, grant and agree, to and with the said *Eliz. B.* her executors, &c. by these presents, that neither he the said *T. G.* nor his heirs, &c. nor any other person or persons, claiming or to claim by or under him, or deriving any authority by or under him, them or any of them, shall at any time hereafter enter into, receive, take or intermeddle with the said Mannors, Messuages, Lands, Tenements, Hereditaments, Jewels, Moneys, Bonds, Specialties, debts, or other things before hereby mentioned, meant or intended to be granted, assigned or delivered by the said *Phil. B.* to the said *Eliz. B.* as aforesaid, or any part or parcel thereof, or any rents, issues or profits thereof, or of any part thereof, other than according to the true intent and meaning of these presents, provided always, and it is declared to be the true intent and meaning of these presents, and all the parties to the same, that in case the said Marriage shall not be solemnized on or before the, &c. next ensuing the date hereof, that then and from thenceforth, these presents, and every grant, matter and thing herein contained, shall cease, determine, and be utterly frustrate

and void to all intents and purposes; and that the said *Phil. B.* her Executors, &c. shall from thenceforth have and enjoy again, to her and their own use and right, all, &c. any thing, &c. In witness whereof to one part of this Tripartite Indenture, remaining with the said *Eliz. B.* the said *T. G.* and *Ph. B.* have put their hands and seals, to one other part remaining with the said *Ph. B.* the said *T. G.* and *Eliz. B.* have, &c. to the other part remaining with the said *T. G.* the said *P. B.* and *E. B.* have, &c.

A. and B. his Wife being possessed of a certain Mannor and Lands, covenants with C. D. to levy a fine thereof to certain uses, with a Covenant, that himself and his wife together, shall have power so to let Leases for lives or years.

THIS Indenture, &c. Between *A.* and *B. his Wife*, of the one part, and *C.*, & *c.* and *D.* of, &c. of the other part, witnesseth, That for the settling of the Inheritance of the Mannors, Lands, Tenements and Hereditaments, hereafter in these presents mentioned, to such use and uses, and in such manner and form as is hereafter in these presents limited, expressed and declared, and for the enabling of the said *A.* and *B. his Wife*, to make and grant Leases and estates, of and in the said Mannor, Lands and premises, in such manner and form, and according to the power and authority, to them hereafter in these presents mentioned, reserved and raised, and for other good causes and considerations, them the said *A.* and *B. his Wife* thereunto especially moving, it is agreed between the said parties, and they the said *A.* and *B. his Wife* do covenant, grant and agree, to and with the said *C.* and *D.* and either of them, their executors and administrators by these presents, that they the said

A. & B. his Wife, shall and will before the end of Michaelmas term next ensuing the date hereof, acknowledge and levy to the said C. and D. and to the heirs of the said C. one fine sur connuissance de droit, &c. to be sued out with proclamations, according to the form of the Statute in that case made and provided, of all that the mannor, capital messuage, farm, baron and demesne lands of, &c. with all and singular the rights, members and appurtenances thereof, thereunto or to any of them belonging, or reputed, or used, as thereunto or to any of them belonging, and of all other the messuage, lands, tenements, rents, services, and hereditaments whatsoever, wherein Th. I. Gent. deceased, had any estate of inheritance in possession, reversion or remainder, situate, lying and being, or to be had or taken, in or near the Towns, Parishes, fields and hamlets, &c. with the appurtenances, and of twelve messuages, two cottages, one watermill, twelve gardens, three hundred acres of land, two hundred acres of pasture, forty acres of wood, with the appurtenances, in, &c. or by such other fit name or names, quantities and qualities of acres as shall be thought fit, which said fine so or in any other manner to be had and levied, shall be deemed, adjudged, construed and expounded, to be to and for the only uses, intents and purposes, hereafter in these presents limited, expressed and declared, and to and for none other use, intent or purpose whatsoever, that is to say, to the use and behoof of the said A. for and during the term of his natural life, and from and after his death to the use and behoof of the said B. for and during the term of her natural life, and from and after the decease of the said A. and B. his Wife, to the use and behoof of the heirs of the body of the said A. on the body of the said B. begotten, and to be begotten; and for default of such heirs, to the use and behoof of the

the right heirs of the said *A.* for ever: and it is promised, covenanted, concluded, agreed and declared by and between all and every the said parties to the presents, that it shall and may be lawful to and for the said *A.* from time to time, and at all or any time or times, during his natural life, by an Indenture or Indentures to make any demise or demises, grant or grants of the said premises, or of any part or parts thereof, alone or amongst other things, as well in possession for the term of twenty one years or under, or for one, two or three life or lives, or for any time or number of years determinable, on one, two or three lives, at, for and under such rents, covenants and conditions, as to him the said *A.* shall seem meet, so as the the said *B.* shall be made a party to every such Indenture, whereby any such demise or grant shall be made, during the life of the said *B.* and that the said *B.* shall seal and deliver every such Indenture, and that at all times from and after the making of any such demise or demises, grant or grants, the said fine to be levied as aforesaid, and the Conuzes of the same fine and their heirs, and the heirs of the survivor of them, shall stand and be seized of and in such part and parts as shall be so demised or granted, to the use and behoof of every such lessee or lessees, grantee or grantees, to whom any such demise or demises, grant or grants shall be so made, and according to the true intent and meaning of every the same several and respective demise or demises, grant or grants, so as the same lessee or lessees, grantee or grantees, their executors and assigns, shall pay the rents, and perform their covenants and conditions in such Indentures of demises or grants, to be specified and contained, according to the true intent and meaning of the same Indenture. In witness, &c.

R. C. being possessed of a Messuage, &c. in fee-simple, granted the same to I. P. C. P. and G. C. Habend. to them and their heirs, to certain uses, viz. the use of himself for life, yet so as to pay 20 l. per annum, and meat, drink, &c. to his eldest Son, his Wife, &c. and after his decease to several other uses and profits.

THIS Indenture, &c. Between R. C. of, &c. of the one part, and I. P. C. P. and G. C. of the other part, witnesseth, That the said R. C. for divers considerations him thereunto moving, and especially for the preferment of A. his eldest Son, and next heir, and for the Joyneure of Alice, the now Wife of the said A. and for the preferment of the issue between the said A. and Alice, lawfully begotten and to be begotten, hath given, granted, enfeoffed and confirmed, and by, &c. unto the said I. P. C. P. and G. C. and their heirs, all that mansion-house, or messuage, with the appurtenances, wherein the said R. C. now dwelleth, set, lying and being, &c. and all the Orchards, Gardens, Lands, Tenements, Pastures, Meadows, Woods, Commons, Profits, Commodities and Advantages whatsoever, to the said Messuage and premises belonging, or in any wise appertaining, or being accepted, reputed or used, as part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents and services of all and singular the aforesaid premises, and every part and parcel thereof, to have and to hold the said messuage or tenement, lands, meadows, leasoes, feedings, pastures, rents, reversions, services, and hereditaments, and all and singular other the premises, with their and every of their appurtenances, unto the said I. P. C. P. and G. C. their heirs and assigns for ever,

ver, to this end, meaning, intent, construction and purposes, that they, &c. and their heirs, and the heirs of the survivors or survivor of them, shall from henceforth stand and be seized of the said Messuage and all and singular other the above mentioned premises, and of every part and parcel thereof, to the uses, intents and purposes hereafter in these premises limited and declared, and to none other use, intent or purpose whatsoever, (that is to say) to the use and behoof of the said R. C. for and during his natural life, so as and upon condition that he the said R. C. shall from time to time during his natural life, pay or cause to be paid unto the said A. and Alice his Wife, and the longest liver of them, the summe of 20 l. by the year, at the two most usual Feasts in the year, that is to say, the Feast of, &c. by even portions to be paid, during the said term, or within fourteen dayes next after every of the said Feast-dayes, and the first payment to be had and made upon the Feast-day of, &c. next, &c. and the same payments to be yearly had and made in manner and form aforesaid, at or within the now dwelling-house of the said A. situate, &c. and also upon condition that he the said R. C. shall from time to time during his natural life, find, give and provide unto the said A. and the said Alice his Wife, and to all such children, as shall between them begotten, competent, sufficient and convenient meat, drink, hous-room, and lodging within his said mansion-house, and after the decease of the said R. C. the said parties above-mentioned, and the heirs of the longest liver of them shall stand and be seized of all and singular the said premises, with their and every of their appurtenances, to the use and behoof of the said A. and of the said Alice his Wife, and of the heirs of their two bodies, between them lawfully begotten, and to be begotten,

and for default of such issue, to the use and behoof of R. C. one other of the sons of the said R. C. and of the heirs males of his body lawfully to be begotten, and for default of such issue, to the use and behoof of W. C. one other of the sons of the said R. C. and the heirs males of his body, lawfully to be begotten, and for default of such issue, to the use of the said R. C. and of his heirs and assigns for ever.

R. C. covenanteth, that he is lawfully seized, hath power to grant, that the premises shall remain free from incumbrances, *pro ut usual.*

A settlement by fine and recovery of several Mannors, Lordships, &c. for the raising of moneys for payment of debts and childrens portions, as also for entailing thereof under severall provisos and legacies.

THis Indenture tripartite, &c. between the Right Honourable Edward Lord Herbert and Richard Herbert Esquire, sonne and heir apparent of Dame Mary late wife of the said Edward Lord Herbert, and sole daughter of Sir William Herbert of Saint Julians in the County of Monmouth, Knight. deceased, of the first part, the right Honourable John Earl of Bridgewater, and Edward Herbert of the Inner Temple, London, Esquire, of the second part, and Moses Loyd of, &c. and Henry Gitbins of, &c. of the third part, witnesseth, that whereas the said Edward Lord Herbert, or some in trust for him, is or are seized in his or their demeann, as of fee, of some part of the lands, tenements and hereditaments hereafter mentioned, and is also seized for term of his life, as tenant by the courtesie of England of the manors, messuages, lands, tenements and hereditaments hereafter specified, the reversion thereof in fee

fee-simple, being descended by and after the decease
 of the said *Mary* unto the said *Richard Herbert*: now
 to the end, that the Mannors, Lordships, messuages
 lands, tenements and other hereditaments hereafter
 mentioned and expressed, may be established, vested
 and settled unto the said *Edward Lord Herbert*, du-
 ring his natural life, and after his decease upon the
 said *Richard Herbert*, and upon his name, stock and
 posterity, and to such other uses, intents and purposes
 as are hereby appointed, it is covenanted, promised
 granted, condescended, concluded and agreed, by and
 between the said parties to these presents; and the said
Edward Lord Herbert, and *Richard Herbert*, do for
 themselves, their heirs, executors, administrators and
 assigns, covenant, promise, and grant, condescend and
 agree, to and with the said *John Earl of Bridg-*
water, and *Edward Herbert*; their heirs, executors,
 administrators and assigns, and to and with every of
 them by these presents, that they the said *Edward*
Lord Herbert, and *Richard Herbert*, shall and will
 on this side, and before the end of *Michaelmas* term
 next ensuing, and coming after the date of these pre-
 sents, in due form of Law, and at the equal costs
 and charges in the Law of the said *Edward Lord Her-*
bert, and *Richard Herbert*, levy and acknowledge to
 the said *Moses Loyd*, and *Humphry Githins*, and the
 heirs of the said *Moses*, one or more fine or fines for
connaissance de droit come ceo, &c. with proclamations
 thereupon to be had and made, according to the
 form of the statutes in that behalf made and provi-
 ded, of all that capital messuage or manor-house
 of *St. Julians*, with the rights, members and appur-
 tenances thereof, and of all and singular the mannors,
 Lordships, messuages, lands, tenements and heredita-
 ments whatsoever, of them the said *Edward Lord*
Herbert, and *Richard Herbert*, or either of them, where-

whereof they the said E. Lord R. and H. or either of them are or do stand seized of any estate or inheritance, within the Kingdom of *Ireland*, by such name or names, quantities, qualities, concepts and numbers of acres of things, in such manner and form as by the said E. L. H. and R. H. or either of them shall be reasonably devised, or advised and required, in and by which fine or fines so as aforesaid, or in any other sort to be levied and acknowledged, the said E. L. H. and R. H. shall acknowledge the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments; and all and singular other the premises, with their and every of their appurtenances, to be comprized in every such fine, to be the right of the said M. L. as those which the said M. L. and G. H. have, of the gift of the said E. L. H. and R. H. the which said fine or fines so as aforesaid, or in any other sort to be levied and acknowledged, shall be and enure, and shall be deemed, adjudged, esteemed, reputed, and taken to be and enure, to the use and behoof of the said M. L. L. and H. G. and their heirs, to the intent and purpose that they the said M. L. L. and H. G. may become perfect tenants of the freehold of the said Mannors, Messuages, Lands, Tenements, Hereditaments and premises, with their appurtenances, whereby one or more perfect common recovery or recoveries, shall or may thereof be had and suffered, in manner and form hereafter following, for which intent and purpose, it is hereby further covenanted and agreed, by and between the said parties to these presents, that it shall and may be lawful to and for the said J. E. of B. and B. H. to bring, pursue and prosecute against them the said M. L. L. and H. G. one or more Writs of every *sur disseisin in re poss.* of and for the said Mannors, Lordships, Messuages, Ridges,

suages, lands, tenements, rents, hereditaments, and
 all and singular other the premises, with their and
 every of their appurtenances, by such name or names,
 quantities, qualities, contents and numbers of acres
 and things, in such sort, manner and form, as by the
 said E. L. H. and R. H. or their, or either of their Coun-
 cil learned in the Law, shall be reasonably devised, as-
 viled & required; the which said writ or writs of entry
sur disseisin en le poist, so as aforesaid, or in any other
 sort to be had or brought, shall be returnable in such
 Courts, and before such Judges or Justices, as the
 said E. L. H. and R. H. or the survivor of them, his or
 their Council learned in the law shall advise or think
 fit, before the end of *Michaelmas* term next ensuing
 after the date of these presents, and the said M. L. L.
 and H. G. shall thereunto appear *gratis*, and vouch
 over to warranty the common voucher, who shall also
 appear, and after impleance had, shall make default
 and depart in contempt of the said Court, whereby
 one or more perfect common recovery or recoveries,
 shall or may be had or suffered against them the said
 M. L. L. and H. G. of and for the said Mannors,
 Lordships, Messuages, Lands, Tenements, Heredita-
 ments and premises, with their appurtenances, accord-
 ing to the usual course of common recoveries in such
 cases used and accustomed, for assuring of Lands and
 Tenements, the which said common recovery or reco-
 veries, so as aforesaid, or in any other manner to be
 had and suffered, and all other common recoveries,
 fines, feoffments, conveyances and assurances in the
 Law whatsoever, since the death of the said Lady *Mary*
Herbert, wife to the said *Edward Lord Herbert*, has
 made, levied, suffered, acknowledged or executed, or
 at any time hereafter to be made, levied, suffered, ac-
 knowledged or executed, by or between the said Par-
 ties to these presents, or any of them, or whereunto

they, or any of them shall be parties, of or concerning the said Mannors, Messuages, Lands, Tenements, Hereditaments or Premises, or any of them, or any part or parcel of them, or any of them, shall be and enure, and shall be adjudged, deemed, esteemed, reputed and taken to be and enure, to the uses, behoofs, intents and purposes, and with, upon and under such provisos, conditions, powers and limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed, (that is to say) as for and concerning all and singular the said Messuages, Farms, Lands, Tenements and Hereditaments in *Tinterne* in the said County of *Monmouth*, &c. to the use and behoof of the said *Richard Herbert*, his heirs and assigns for ever, and as for and concerning all and every other the Mannors, Messuages, Lands, Tenements, Meadows, Leasowes, Pastures, Feedings, Commons, Woods, Under-woods, Rents, Services, and Hereditaments whatsoever, of them the said *Ed. L. H.* and *R. H.* or either of them, with their and every of their appurtenances in the said County of *Monmouth*, to the use and behoof of the said *Richard Herbert*, for and during the term of his natural life, without impeachment of or for any manner of waste, and with full power to do or commit waste, and after the decease of him the said *R. H.* to the use and behoof of the said *E. L. H.* for and during the term of his natural life, and after the decease of the said *E. L. H.* to the use and behoof of *Edward Herbert*, eldest Son of the said *Richard Herbert*, and of the heirs males of his body lawfully to be begotten, and for default of such issue, to the use and behoof of *John Herbert*, second Son of the said *Richard*, and of the heirs males of his body lawfully to be begotten, and for default of such issue, to the use and behoof of *Richard Herbert*, third Son of the said *R. H.* party

to these presents, and of the heirs males of the body of *Richard Herbert*, Son of the said R. H. party to these presents, lawfully to be begotten, and for default of such issue, to the use and behoof of the fourth Son of the body of the said *Richard Herbert*, party to these presents, on the body of the Lady *Mary Herbert* his wife, daughter of the said *Jo. E. of B.* begotten, or to be begotten, and of the heirs males of the body of such fourth Son lawfully to be begotten, and for default of such issue, to the use and behoof of the fifth Son of the body of the said *Richard Herbert*, party to these presents, on the body of the said Lady *Mary Herbert* his wife, begotten, or to be begotten, and of the heirs males of the body of such fifth Son lawfully to be begotten, and so the sixth, seventh, eighth, ninth and tenth, and for default of such issue, to the use and behoof of all and every other Son and Sons of the body of the said *Richard Herbert*, party to these presents, to be begotten successively one after another, as they and every of them shall be inferiority of age, and priority of birth, the eldest of the said Sons, and the heirs males of his body, being ever preferred before the younger of the said Sons, and the heirs males of his body, and for default of such issue, to the use and behoof of *Edward Herbert*, second Sonne of the said E. Lord H. and of the heirs males of his body lawfully begotten, or to be begotten, and for default of such issue, to the use and behoof of the heirs males of the body of *Richard Herbert* Esquire, deceased, Father of the said *Edward Lord Herbert* lawfully begotten, and for default of such issue, to the use and behoof of the heirs males of the body of *Edward Herbert*, Grandfather to the said *Edward Lord Herbert*, and for default of such issue, to the use and behoof of the right heirs of him the said *Richard Herbert*, Son of the said *Edward*.

Edward Lord Herbert for ever. And as for and concerning the Mannors, Lordships, Messuages, Mills, Lands, Tenements, Orchards, Gardens, Totes, Crofts, Meadows, Leasows, Pastures, Feedings, Woods, Underwoods, Rents and Hereditaments whatsoever of the said Edward Lord Herbert, and Richard Herbert his Son, or either of them, with their and every of their appurtenances, in the said County of *Anglesey*, to the use and behoof of the said *Jo. Earl of Bridgewater*, and Edward Herbert party to these presents, and of their heirs and assigns for ever; upon trust and confidence nevertheless, and to the end, intent and purpose, that they the said *John Earl of Bridgewater*, and Edward Herbert, party to these presents, and the survivor of them and his heirs, shall and will at his and their free will and pleasure, sell, convey and assure the said Mannors, Lands and Premises in the said County of *Anglesey*, and every part thereof, for the best benefit, profit and advantage, which shall or may be (*bona fide*) had or gotten for the same, and that the money to be raised by every or any such sale, and as every such sale shall be made, shall be forthwith paid and disposed of as followeth, that is to say, out of the money that shall be raised by sale of such of the premises in the said County of *Anglesey*, as were the Lands of Dame Herbert, late of, &c. there shall be forthwith, and in the first place so much money paid to the said Edward Lord Herbert, his executors or administrators; as according to the true yearly value of those Lands, shall come to five years and an half purchase, and the residue of the monies that shall be raised by the sale of the same Lands, which were the Lands of Dame Herbert late of, &c. shall be disposed of and towards the payment and of the debts of the said Richard Herbert, party to these presents; and out of money mentioned in the Schedule hereto

annexed, as the said *Jo. Earl of B.* and *Richard H.* party to these presents, or the survivors of them, shall think fit, and of the money that shall be raised by the sale of the residue of the said Mannors, Lands and premisses in the said County of *Anglesey*, there, shall be forthwith and in the first place, so much paid to the said *Ed. Lord Her.* his executors or administrators, as according to the yearly value of the same Mannors, &c. shall come to 16 years purchase; and if those Mannors & lands shall be sold for more than 16 years purchase, then the one moiety of such surplusage (if any shall be) shall be forthwith, and in the first place paid to the said *Ed. L. H.* his executors or administrators, and the other moiety thereof shall be disposed of, for and towards the payment of such of the debts of the said *Richard Herbert*, party to these presents, and sums of money mentioned in the said Schedule, as the said *John Earl of B.* and *Edward Herbert*, party to these presents, or the survivor of them shall think fit, and the over-plus thereof (if any shall be) shall be paid to the said *Richard Herbert*, or to such other person or persons, as he the said *Richard Herbert*, party to these presents, by any writing under his hand and seal, shall direct, nominate and appoint, to be disposed of in the buying of Land, to be estated in the same manner, as the lands in the said *C. of Carnarvan*, are by these presents limited: and for want of such direction, nomination or appointment, to the executors or administrators of the said *Richard Herbert*, party to these presents, the further trust, intent and meaning of these presents, and the parties hereunto being, that the said *Edward Lord Herbert*, his executors, administrators or assigns, shall or may have, receive and take, to his and their own proper use, all and singular the rents, issues, revenues and profits of the said Mannors, Lands and Premises hereby limited

to be sold, until sale be thereof made, as
 followed. Provided alwayes, and it is hereby declared
 and agreed, by and between all and every the said
 parties to these presents, and the true intent and
 meaning of them, and of these presents, is, That it shall
 and may be lawful to and for the said *Edw. L. Herbert*,
 (paying to *Sir Richard Eaton* of *Newport* in the County
 of *Salop* Knight, his executors and administrators,
 to be disposed according to the trust hereafter men-
 tioned, the sum of 2000*l.* of good and lawful mo-
 ney, or such less sum of money, as the said *Jo.*
Earl of Bridgewater, and *Edward Herbert*, party to
 these presents, or the Survivor of them, shall think fit,
 and appoint) at any time or times, during the term of
 his natural life, by Indenture, or by any deed or deeds,
 writing or writings, to be by him the said *Edw. Lord*
Herbert, sealed and subscribed in the presence of two
 or more credible witnesses, to declare, limit and ap-
 point all or any the said Mannors, Messuages,
 Lands, Tenements, Rents, Hereditaments and premisses,
 with their appurtenances, in the said County of *Mon-*
mouth (the said Capital Messuage called by the name
 of *St. Julians*, and the Lands late in the tenure or occu-
 pation of *John Morgan* Esquire, and the Lands and
 Tenements whereof the use is herein before limited
 to the said *Richard Herbert*, party to these presents,
 or the Survivor of them, in possession alwayes excepted
 and reserved) to and for the Joynture of any wife
 or wives, which he the said *Edward Lord Herbert* shall
 hereafter happen to marry, for and during the natural
 life and lives of such wife and wives, or for any
 number or term of years determinable upon her or
 their life or lives, the same to take effect after the
 death of the said *Edward Lord Herbert*; and that
 and so often, and from thenceforth, the said Re-
 covery or Recoveries shall be and enure, and the Re-

coverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said Manors, Messuages, Lands, Tenements and Hereditaments in the said County of *Monmouth*, with their rights, members and appurtenances, or of or in so much or such part thereof, of, for and concerning the which such Indenture, Deed or Writing shall be made by the said *Edward Lord Herbert*, as aforesaid, for the Joynture of any such Wife or Wives, or number of years determinable, upon her or their life or lives, as aforesaid, according to the true intent and meaning of the same Indenture, Deeds and Writings, and of these presents. And it is hereby declared and agreed by and between the said parties hereunto, that the said sum of 1000*l* herein before mentioned, or such less sum as aforesaid, to be paid by the said *Edward Lord Herbert*, to the said *Richard Eaton*, as aforesaid, shall go and be employed upon the trust herein after following (*viz.*) in case the debts and summes of money mentioned in the Schedule hereunto annexed, be not then paid, then the same, or so much thereof as shall be sufficient to pay and satisfie such of the said debts or summes of money mentioned in the said Schedule hereunto annexed, as the said *Jo Earl of Bridgewater*, and *Edward Herbert*, party to these presents, or the survivor of them and his heirs shall think fit, shall be disbursed and employed to that purpose, and after the said debts and summes of money, or such of them as the said *Jo Earl of Bridgewater*, and *Edward Herbert* shall think fit, shall be paid or satisfied, then the surplussage (if any be) of the said One thousand pounds, or such less sum, as aforesaid, shall be disposed and employed, for the purchasing and buying of lands, tenements and hereditaments to be settled on the said *Edward Herbert*, party to these presents, for and during the term of his natural life, and

and after his decease to the use and behoof of such person and persons, and in such manner and form as the said Lands, Tenements and Hereditaments in the County of *Monmouth* herein before limited, to the said *Richard Herbert*, party to these presents, for his life, with remainders over, are limited, estated and settled: Provided alwayes, and it is covenanted, granted, conveyed, concluded and agreed by and between all the said parties to these presents, and the true intent and meaning of them, and every of them, and of these presents is, that if the said *Richard Herbert*, party to these presents, or some other person or persons, to whom any estate is hereby limited or intended to be limited, of and in the said Mannors, Lands, Tenements and Hereditaments within the Kingdom of *Ireland*, or any of them, their or some of their heirs or assigns, or some of them, shall not within two years next after the decease of the said *Edward Lord Herbert*, well and truly pay, or cause to be paid to the said *Edward Herbert*, Son of the said *Edward Lord Herbert* (if he the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, shall so long live) the summe of 2000 l. of, &c. that then and immediately after such default of payment, all and every use and uses herein before limited and declared as for and concerning all and every the Mannors, Lands, Tenements and Hereditaments, within the Kingdom of *Ireland*, shall cease and be void, and then also and from henceforth the said recovery and recoveries, so as aforesaid, or in any other sort to be had and suffered, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in all and singular the Mannors, Lands, Tenements and Hereditaments, with their appurtenances within the said Kingdom of *Ireland*, to the use and behoof of the said *Edward Herbert*, Son of the said

Edward Lord Herbert, his heirs and assigns, until he or they shall and may, out of the rents, issues and profits thereof, have fully levied and received the said sum of 2000 l. together with consideration after the rate of 8 l. per centum, per annum, for the forbearance thereof, from the end of the said two years next ensuing the death of the said *Edward Lord Herbert*, and all damages, costs, and charges which he the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, his heirs, executors or administrators, shall sustain to be put unto, in or about the recovery of the said premises, or of the said sum of 2000 l. or any part thereof, or in or about any sute concerning the same: Provided also, and it is covenanted, granted, condescended, concluded and agreed, by and between the said parties to these presents; and the true intent and meaning of them, and every of them, and of these presents is, That it shall and may be lawful to and for the said *Richard Herbert*, party to these presents, by Indenture, or by any Deed or Deeds, Writing or Writings, indented or poll, to be by him the said *Richard Herbert*, party to these presents, sealed and subscribed in the presence of two or more credible Witnessees, to declare, limit, or appoint all or any of the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premises, in the Kingdom of *Ireland*, to and for the Joynture of any Wife or Wives, which he the said *Richard Herbert*, shall hereafter happen to marry, or to take to Wife, for and during the natural life or lives of such Wife or Wives, or for any number or term of years determinable, upon her or their life or lives; the same to take effect upon the decease of the said *Edward Lord Herbert*, and *Richard Herbert*, and the Survivor of them, to be subject to the use herein before limited, to the said *Edward Herbert*, Son of the said *Edward Lord Herbert*,

and his heirs in the manner aforesaid, and then and from thenceforth, the said recovery and recoveries shall be and enure, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premises in the Kingdom of *Ireland*, with the rights, members and appurtenances thereof, or of, or in, or so much, or such part thereof, for or concerning which such Indenture, Deed or Writing, shall be made by the said *Richard Herbert*, as aforesaid, for the life of any such Wife or Wives, or number of years determinable upon her or their life or lives, as aforesaid, according to the true intent and meaning of the said Indenture, Deeds or Writings, and of these presents, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, his heirs and assigns in manner aforesaid: Provided also, and it is nevertheless covenanted, concluded, condescended and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said *Richard Herbert*, party to these presents, at all or any time or times hereafter, during his natural life, being then actually seized of the immediate estate of free-hold in possession, of or in the said Mannors, Lands, Tenements, Hereditaments and Premises, or any of them, by vertue or means of the said Recoveries or any of them, and of these presents, or of any the limitations of uses herein limited, to demise or to Farm-let by Indenture or Indentures, such or so much of the said Mannors, Lands, Tenements, Hereditaments and Premises, whereof he shall be then so seized in possession of such estate, as aforesaid, or any part thereof chargeable and charged, nevertheless with their liberties and powers herein contained, and with

with the terms and estates hereof, thereby, or in pursuance thereof made or raised unto any person or persons whatsoever in possession, for any number of years not exceeding the number of Twenty one years, from the making thereof in possession, or for the term of three lives, or for any fewer number of years or lives, or for any number of years determinable on three lives, or any fewer number of lives in possession, so as upon every such demise, lease or grant so to be made, as aforesaid, there be reserved respectively such rents and services, as at any time within the space of Seven years last past, before the date of these presents, have been reserved for the same, or more or greater rent payable for the same, during the continuance of every such several or respective demise or lease, so to be made, as aforesaid, to such person and persons, as by force of these presents, shall or ought to have the immediate reversion or remainder thereof, and that immediately from and after every or any such time, as any such several and respective demise, lease or grant shall be made as aforesaid, the recovery and recoveries, and every of them shall be and enure, and shall be taken to be and enure; and the said Recoverer and Recoverers in the said Recovery named, and every of them, their and every of their heirs, and all and every other person or persons, which at any time hereafter shall be seized of such parts and parcels of the premises, as shall be demised or leased, as aforesaid, shall stand and be seized thereof, and of every part thereof, to the use and behoof of such several and respective person and persons, to whom any such demise or lease shall be so made, as aforesaid, their several and respective executors administrators and assigns, to such several and respective estate and estates, term and terms, and such manner and form, as in such several and
 respective

respective demises or leases to be made, as aforesaid, shall be mentioned and expressed, subject to the terms, covenants, conditions, provisos and agreements, as therein shall be severally and respectively contained and expressed, and of the reversion and reversions, remainder and remainders thereof, to the use of such person or persons, as by force of these presents shall or ought to have the immediate reversion or remainders thereof, any thing, &c. Provided alwayes, and it is, &c. and the true intent, &c. is, that it shall and may be lawful, to and for the said *Richard Herbert*, party to these presents, at any time or times after the decease of the said *Edward Lord Herbert*, during his natural life, by Indenture, Deed or Writing to be by him the said *Richard Herbert*, party to these presents, sealed and subscribed in the presence of two or more credible Witnesses, to make any lease or leases, demises or grants, of all or any part of the said Mannors, Lands, Tenements and Premises, with their appurtenances, as well those within this Realm of England, and the Principality of Wales, as those within the said Kingdom of Ireland (except such of the Mannors, Lands, Tenements and Premises in the said County of *Monmouth*, as shall be limited to or for the Joynture of such Wife or Wives as the said *Edward Lord Herbert* shall hereafter marry, for and during the life or lives of such Wife or Wives only) for the term of twenty one years or under, or for one, two, three, or more lives, or for any number or term of years determinable, upon one, two, three or more lives in possession or reversion, or otherwise, with reservation of rent, or without reservation of rent, at his and their will and pleasure unto any person or persons, subject nevertheless to the use herein before limited, to the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, his heirs and assigns in manner a-

fore-

aforesaid, upon trust for the raising of the several por-
 tions herein after mentioned, for such daughter and
 daughters, as the said *Richard Herbert*, Son of the said
Edward Lord Herbert, shall happen to have, and not
 otherwise; Provided (that is to say) if one daughter
 only, then for the raising of 3000 l. for that daughter;
 if more than one daughter, then for the raising of
 2000 l. apiece, for each and every one of the said
 daughters; and that all or every such Lease or Leases,
 Demises or Grants so to be made, as aforesaid, shall
 stand and be good and effectual in the Law, to all in-
 tents and purposes; and that the said Recovery and
 Recoveries so as aforesaid, or in any other sort to be
 had and suffered, and the Recoverer and Recoverers
 therein named, his and their heirs, shall stand and be
 seized of and in such part, and so much of the Man-
 nors, Messuages, Lands and Premises, with the appur-
 tenances, as shall be so demised or leased, as aforesaid,
 and every part thereof (except as is before excepted)
 to the use of such person and persons, his and their
 executors, administrators and assigns, to whom such
 demises, leases or grants shall be so made, as aforesaid,
 for and during such leases, estates and terms, as shall
 be so demised and granted, as aforesaid, subject never-
 theless to the said use herein before limited, to the
 said *Edward Herbert*, Son of the said *Edward Lord
 Herbert*, his heirs and assigns, in manner aforesaid;
 Provided also, and it is, &c. and the true intent, &c.
 that it shall and may be lawful to and for the said *Richard
 Herbert*, party to these presents, from time to
 time, and at all times during his natural life, by any
 his Deed or Deeds, Writing or Writings, indented
 or polb to be by him the said *Richard Herbert*, party to
 these presents, signed, sealed, and delivered in the
 presence of two or more credible Witnesses, to revoke,
 annihilate, frustrate and make void all or any of the

use or uses, estate or estates, or limitations herein before limited, declared and appointed, of, for, or concerning any three Plough-lands of the premisses, in the Kingdom of Ireland, not exceeding in the whole the clear yearly value of 150 l. *per annum*, over and above all charges and reprises, other than the use herein before limited to the said *Edward Herbert*, son of the said *Edward Lord Herbert*, and his heirs, in the manner aforesaid, and other than the use herein before limited to the said *Edward Lord Herbert*, for his life; and that then and from thenceforth, the use and uses, estate and estates, and limitations herein before declared, limited or appointed, of, for, or concerning such of the last mentioned premisses, for, or concerning which any such nomination shall so be had or made, other than the uses herein before limited, to the said *Edward Lord Herbert*, and *Edward* son of the said *Edward Lord Herbert*, and his heirs, in the manner aforesaid shall cease, determine and be utterly revoked, frustrate and made void; and then also it shall and may be lawful, to and for the said *Richard Herbert*, party to these presents, by the same Deed or deeds, or by any other deed or deeds, to be signed, sealed and delivered by him the said *Richard Herbert*, as aforesaid, to declare, limit or appoint any other new use or uses, estate or estates whatsoever, of the said premisses, of, for, or concerning which any such revocation shall be so made, or any part or parcel thereof, unto any person or persons whatsoever, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, son of the said *Edward Lord Herbert*, and his heirs, in the manner aforesaid, any thing in these presents contained to the contrary thereof in any wise notwithstanding: and that then also, and from thenceforth, the said recovery & recoveries, as to such of the premisses, concerning which any such revo-

cation and new declaration shall be so made, to such uses, intents and purposes, as the said *Richard Herbert*, party to these presents, by any such Deed or Deeds, as aforesaid, shall declare, limit or appoint; Provided also, and it is, &c. that if the said *Edward Lord Herbert*, and *Richard* his Son, shall both of them be minded to make sale of the Mannors, Lands, Tenements and Hereditaments, within the County of *Monmouth*, or any of them (other than such as herein are before limited, to the said use of the said *Richard Herbert*, party to these presents, and his heirs in possession) which sales is not meant or intended by any of the parties to these presents to be made, but for raising of money to be employed and bestowed upon the purchase of some other Lands of as good value, or in some other place or places, to be settled and estated, to the same uses and estates, and with the same powers and provisoes, and in the sort and manner, as those Lands so to be sold, are hereby limited, and mentioned to be settled and estated, and being both so minded, shall at any time during their joynt lives, by any Deed or Deeds, Writing or Writings, to be by him the said *Edward Lord Herbert*, and *Richard Herbert* his Son, party to these presents, sealed and subscribed in the presence of two, &c. declare and publish their mind, intent and meaning to be, to revoke, alter and frustrate the said uses and estate, before in these presents mentioned, declared, limited or appointed, or any of them, or for or concerning the said last mentioned Mannors and Premises, or any of them, or any part or parcel thereof, or any of them, that then from and after such declaration or publication, so to be made, as aforesaid, the same use and uses, estate and estates, in and by these presents limited, expressed, declared or appointed, of, for or concerning the which any such declaration or limitation shall be made, as aforesaid,

foresaid, shall cease and become utterly void, frustrate, and of none effect, to all intents, constructions and purposes whatsoever, and that then and from thenceforth, the said recovery and recoveries, so as aforesaid, or in any other sort to be had and suffered, shall be and enure, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said Mannors, Lands and Premises last mentioned, or so much, or such part thereof, concerning which any such declaration or publication shall be made as aforesaid, to such uses, intents, trusts and purposes, as the said *Edward Lord Herbert*, and *Richard*, party to these presents, by any Deed or Deeds, &c. sealed and subscribed in the presence of two, &c. shall declare, limit or appoint. And it is further, &c. for the considerations aforesaid, that in case any of the said Mannors, intended to be comprized in the said fine or fines, recovery and recoveries, shall be omitted or left out, and not be comprized in the said fine or fines, recovery or recoveries, or in case there shall happen to be any defect in the assurance of the premises, or any of them, according to the true, &c. that they the said *Edward Lord Herbert*, and *Richard Herbert*, party to these presents, their heirs and assigns, and all and every other person and persons, which now are, or hereafter shall be seized of, and in such of the said Mannors, &c. as shall be so omitted or left out, and not to be comprized, as aforesaid, or whereof such fine or fines, recovery or recoveries shall not be levied and had, or whereof the assurance hereby intended to be made, shall be any way defective, shall stand and be seized thereof, and every part and parcel thereof, with their and every of their appurtenances, and the reversions thereof, to and for the several and respective estate and estates thereof, herein before severally and respectively limited unto them.

them, or any of them, as aforesaid, under the several provisos herein before mentioned, and to none other uses, intents and purposes. In witness, &c.

I. W. being seized of a Mannor, and other Lands (conceiving he should dye without issue, and intending to settle the same to good uses) by Deed, granteth and conveyeth the same to A. B. C. &c. in trust to the use of himself for life, and after of Rachel his wife for life, the remainder to the heirs of his body, and in default of such heirs, to grant the same as he should by will, or other writing, limit or appoint, &c. with several Provisos, &c.

THIS Indenture made, &c. between I. W. of, &c. of the one part, and A. B. C. D. &c. of the other part, witnesseth, That the said I. W. for and in consideration of the better confirmation and strengthening of a Joynture already made and granted to R. his now wife, and for her better maintenance and livelihood in time to come, and for the natural love and affection which he the said I. W. beareth to the heirs of his body, begotten, and to be begotten, and for settling and establishing of the inheritance of the Lands and Tenements hereafter mentioned, to and in the said A. B. C. D. &c. and their heirs, to the uses, intents and purposes hereafter specified: Hath given, granted, enfeoffed and confirmed, and by, &c. bound the said A. B. C. D. &c. their heirs and assigns for ever, all that the Mannors, Capital Messuage, and Farm of B. in, &c. with the rights, members and appurtenances thereof; and all that the Advowson, Patronage and Gift of the Parish-Church of B. and all and all manner of Houses, Edifices, Dove-houses, &c. and all those Thirteen Messuages or Tenements, &c. and all shops, cellars,

Cellars, Sollers, &c. and all and other the messuages, lands, tenements, reversions, services and hereditaments whatsoever, which he the said J. W. standeth seized of any estate of inheritance, within the Counties of, &c. aforesaid, or elsewhere within the Kingdom of England; and the reversion and reversions, remainder and remainders of all and singular the said premises, and all rents and yearly profits reserved, due or payable by or upon any demise, lease or grants, demises, leases or grants made of the said premises, or any part thereof, and all the estate, right, title, interest, claim and demand whatsoever, of him the said J. W. of, in and to the same premises, and every or any part or parcel thereof, and also such Deeds, Charters, &c. to have and to hold the said manors, messuages, farms, tenements and rectory, and all and singular other the premises before by these presents granted or mentioned, meant or intended to be granted, with their and every of their appurtenances unto the said A. B. C. D. &c. their heirs and assigns forever, to the uses, intents and purposes hereafter in these presents limited, expressed and declared, and to none other use, intent or purpose, (that is to say) as for, touching and concerning the said Mannor, capital Messuage and Farm of *Burnet*, and all lands, meadows, pastures, &c. And the said Rectory and Parsonage of *Chewton*, alias *Chewton*, and with the rights, members and appurtenances thereof, and all and all manner of tithes of corn, hay and wool, and all obligations, obventions, profits, commodities and hereditaments whatsoever, coming, growing, yearly renewing or happening in *Chewton* aforesaid, or elsewhere, to the said Rectory or Parsonage belonging, or in any wise appertaining, and the said messuage or tenement, &c. and the said three messuages or tenements, &c. and all Cellars, Sollers, Houses, &c. and

the reversion and reversions thereof, &c. and all rents and services thereunto belonging, or in any wise appertaining, to the use and behoof of J.W. and his assigns, for and during the term of the natural life of the said J.W. without impeachment of, or for any manner of waste, and after the decease of the said J.W. then to the only use and behoof of the said *Rachel*, for and during the term of her natural life, for and in the name of her Joynture, and in full recompence of her Dower, and title of Dower, which she the said *Rachel* shall or may have of or to the lands, tenements and hereditaments of the said J.W. and after the decease of the said J.W. and *Rachel*, then to the use and behoof of the heirs of the body of the said J.W. lawfully begotten, or to be begotten; and for default of such issue, to the use and behoof of the said A. B. C.D. &c. their heirs or assigns for ever; upon this hope, trust & confidence nevertheless in them reposed by the said J.W. that they the said A.B. C.D. &c. and the survivors and survivor of them, and his and their heirs and assigns, and at all times after the ending of the said estates of the said J.W. and *Rachel* his Wife, of and in the said Mannors and premises to them above-limited, make such grants and conveyances of the same, and dispose, distribute and employ the rents, issues and profits thereof, to such person and persons, and in such manner and form as the said J.W. by his last Will and Testament in writing, (by him) to be subscribed with his own hand, and sealed with his seal in the presence of three or more Witnesses, or by any other writing to be by him subscribed and sealed in the presence of so many Witnesses, as aforesaid, shall nominate, declare or appoint, and for and in default of such nomination or appointment, then that the persons trusted, and the survivors and survivor of them, his and their heirs and assigns shall

shall convey and assure the said Mannor and premises, to and on the right heirs of the said J.W. for ever, and as for, touching and concerning all other the said Messuages, Lands, Tenements and Premises residue with the appurtenances, whereof no use is before by these presents limited or declared to the use and behoof of the said J.W. and of the heirs of his body lawfully begotten, and to be begotten; and for default of such issue, to the use and behoof of the said A.B. C.D. &c. their heirs and assigns for ever, upon the like hope, trust and confidence in them reposed, that they the said persons trusted, and the survivors and survivor of them, and his and their heirs and assigns, at all times, from and after such time as the said J.W. shall be dead, without heir of his body, shall make such grants and estates of the said Lands and premises residue, &c. or any part or parts thereof, and distribute, dispose and employ the rents, issues and profits thereof, to such person and persons, and in such manner and form as the said J.W. by his last Will and Testament in writing to be by him subscribed with his own hand, and sealed in the presence of three or more witnesses, or by any other writing to be by him subscribed and sealed in the presence of so many Witnesses as aforesaid, shall nominate, declare, limit and appoint, and for and in default of such nomination or appointment, then that the said person or persons trusted, and the survivors or survivor of them, his and their heirs and assigns, shall convey and assure the same lands and premises residue with the appurtenances, to and upon the right heirs of the said J.W. for ever. Provided always, and it is fully and plainly covenanted, concluded and agreed, by and between the said parties to these presents, for them, their heirs and assigns, that it shall be lawful to and for the said *John W.* and that

the said J.W. shall have full power and authority from time to time, and at all times hereafter, at will and pleasure, by his Deed or Deeds in writing to demise, grant, and to farm-let all or any the said Mannor, Messuages, Lands, Tenements and Hereditaments, and every or any part or parts thereof, as well in possession, as in reversion, or in possession, or in reversion, unto any person or persons for one, two or three lives, or for any number of years whatsoever, by, and under such Rents, Reservations, Covenants, Conditions, Limitations and Agreements, as to him shall seem meet, or without any Rent, Reservation or Condition, at his will and pleasure; and that when, and as often as any such Demise, Grant or Lease shall be so made by the said J.W. of the premises, or any part or parts thereof, the said parties trusted, and every of them, and the survivors and survivor of them, and every of them, and his and their heirs and assigns, shall stand and be seized of such part, parts and parcels of the said Mannor, Messuages, Farms, Tenements, Rectory and Premises, as shall be so demised, leased or granted, immediately from and after every such Demise, Lease or Grant made, to the use and behoof of every such person and persons, to whom any such Lease, Demise or Grant shall be so made, and of their executors, administrators and assigns respectively, only for and during the continuance of the estate and estates, term and terms, interest and interests, to be limited and expressed, in such Lease, Demise or Grant, under such Rents, Reservations, Condition and Conditions, Limitation and Limitations, as in or by such Leases, Demises or Grants shall be limited, expressed or contained respectively, according to the intent, purport and true meaning of every such Demise, Grant and Limitation, and of the Reversion and Reversions, Rents and Services reserved, and depend-

ing upon the same Leases and Grants, and also after the end and expiration of every such Demise, Lease and limitation to be made, and as the same shall respectively end and determine then from time to time of all and every such part and parts of the premises; as shall be so demised, leased or limited, as aforesaid, to the use of such person and person, and in such manner and form, and of such estate and estates, with such remainder and remainders over, as are before herein and hereby limited, appointed and declared, and to none other use, intent or purpose. Provided likewise, and it is further covenanted, concluded, condescended unto, and agreed by and between the said parties to these presents, that if the said J.W. do and shall at any time or times hereafter, in or by any Writing under his Seal, and by him subscribed with his Hand in the presence of three or more Witnesses, signify and declare that he is minded to alter, change, revoke, determine, frustrate or make void all or any the uses or estates hereby made, limited or appointed, that then and from thenceforth all and every such use and uses, estate and estates, whereof or concerning which he shall so signify or declare his said mind as aforesaid, shall respectively be frustrated, void, revoked, determined, and of no force or effect, only of, for and concerning all such and so much of the said Mannor, Rectory, Farms, Lands and premises before herein mentioned, whereof he the said J.W. shall so signify and declare his mind as aforesaid, and then and from thenceforth this present Feoffment and grant shall enure and be, and the said A.B. C.D. &c. and their heirs shall stand and be seized of, for and concerning all such, and so much of the said Mannors, lands and premises, whereof or concerning which he the said J.W. shall so signify and declare his mind as aforesaid, to the only use of

such person and persons, and of and for such estate and estates, and with such remainder and remainders thereof, over and for, upon and under such conditions and provisoes, and in such manner and form as the said J. W. shall by any such writing or writings, by him to be subscribed and sealed as aforesaid, limit or appoint, any thing in these presents contained, or any other matter or cause to the contrary thereof in any wise notwithstanding. In witness, &c.

Note.

This precedent Deed was executed with livery and seizin, and attornment, the livery being severally made in the severall Counties aforesaid.

The Donor made his Will, and thereby devised to the Mayor and Commonalty of B. several Annuities, to be issuing out of the Lands granted by the precedent, and appointed the same to be employed to charitable uses, and constituted Rachel his Wife Executrix, and dyed without issue.

The Executrix proved his will.

THE Sisters and Sisters Children of the Donor (as heirs at Law) question the validity of the Deed; whereupon the Mayor, Commonalty, and Feoffees in trust, exhibit their Bill in Chancery against the co-heirs & Executrix, and afterwards the matter coming to hearing, by decree the Deed and uses are confirmed.

A Condition to pay money weekly.

THE Condition, &c. That if the within-bound A. B. C. D. E. F. and G. H. or any of them, or the executors, administrators or assignes of them, or any of them, do truly pay, or cause to be paid to the within-named M. P. and J. G. or either of them, or to the executors, administrators or assignes of them, or either

either of them, at or in the, &c. the sum of 4*l.* of, &c. in manner and form following, that is to say, every week weekly on the *Saturday*, in every week, one next and consequently ensuing another, the sum of two shillings, until the said sum of 4*l.* shall be fully satisfied and paid, the first payment thereof to begin and to be made on *Saturday* next, being the 20 day of this instant Month of *September*, within-written, that then, &c. but if default shall be made of or in any of the payments, &c. that then, &c.

*A Condition to pay a sum of money, and three years pay-
ment given.*

The Condition, &c. That if the within-bound J.W. his executors, administrators or assignes, or any of them, do truly pay, or cause to be paid to the above-named J.P. his executors, administrators or assignes, the sum of 7 l. and 10 sh. of good and lawful money of England, at or in the, &c. in manner and form following, that is to say on the third day of Jan. which shall be in the year of our Lord, 1632. 50 sh. thereof, on the the third day of Jan. which shall be in, &c. 1633. 50 sh. more thereof, and on the third day of Jan. which shall be in, &c. 1634. 50 sh. residue of the said sum of 7 l. 10 sh. without fraud or delay, that then this, &c. but if default shall be made of or in any of the said payments, in part or all, then this, &c.

A condition to perform Covenants in a Lease, and not to seek for a new Lease from the chief Landlord.

The Condition, &c. That whereas the within-nar
med M.H. by her Indenture of Lease, bearing
H 4 date

date the day of the date within written, hath leased unto the within-bound E.M. part of a messuage or tenement called the *Peter & Paul*, situate in *Pater-noster Row*, in the Parish of *St. Michael* at *Quern* in *London*, from the Feast of the Nativity of *St. John Baptist* last past, before the date within-written, for the term of twenty one years, as by the said Indenture of Lease, may appear; if therefore the said E.M. his executors, administrators and assigns, and every of them, do well and truly observe, perform, fulfill and keep, all and singular the covenants, grants, articles conditions and agreements, specified and declared in the said Indenture of Lease, which on his or their parts, are or ought to be observed, performed, fulfilled and kept in and by all things according to the tenor, purport, effect, and true meaning of the said Indenture: And further, if the said E.M. his executors, administrators nor assigns, nor any other person or persons whatsoever, for him or them, or by his or their, or any of their means, occasion or procurement, do directly or indirectly procure, get or obtain, or endeavour to go about to procure, get or obtain any Lease or Grant from the Mayor, Commonalty, and Citizens of the *City of London*, of the said messuage or tenement, or any part thereof, or of that part of the said messuage or tenement, which he the said M.H. hath leased unto the said E.M. that then, &c. or else, &c.

A Collateral Condition.

THe Condition, &c. That whereas A.B. and C.D. Citizens and Drapers of *London*, by one Obligation of the date within-written, are and stand jointly and severally bound to the within-named E.F. in 100*l.* of, &c. with condition for the payment of 50*l.* or the, &c. at or in the, &c. as by the, &c. and if in case

case the said A.B. and C.D. and either of them, and either of their executors, administrators and assignes, shall make default of and in the payment of the said sum of $\text{£}2\text{l.}$ to the said, &c. his executors and assignes, on the day, and at the place of payment thereof aforesaid; if then the within-bound L.M. his executors or administrators, do well and truly pay, or cause to be paid unto the said, &c. the sum of $\text{£}2\text{l.}$ within the space of eight dayes next after such default of payment made as aforesaid, he the said E.F. his executors or administrators, upon the receipt thereof, delivering unto the said L.M. his executors or assignes, the above-recited Obligation uncanceled and undischarged, together within an irrevocable, absolute and sufficient Letter of Attorney or assignment thereof, unto the said L.M. his executors and assignes, by and from the said E.F. his executors and assignes, and sealed and delivered in due form of Law before two or three sufficient witnesses at the least, that then, &c. or else, &c.

A Collateral Covenant to the same effect.

TO all People, to whom this present Writing shall come, A.B. of, &c. sendeth greeting: Whereas F.W. of, &c. hath at the special instance and request of the said A.B. taken and accepted of one Obligation of the date hereof, wherein M.N. O.P. and Q.R. their executors, administrators and assignes, stand joyntly and severally bound unto the said F.W. in the summe of, &c. with condition thereon endorsed for the payment of, &c. at or in the, &c. as by the said Obligation and Condition may more plainly appear. Now know ye, that the said A.B. doth for himself, his executors, administrators and assignes, covenant, promise and grant to and with the said F.W. his executors and assignes by these presents, that

that if the said M.N. O.P. and Q.S. their executors, administrators and assigns, and every of them, shall make default of and in the payment of the said sum of, &c. unto the said F.W. his executors and assigns on the day, and at the place aforesaid, that then he the said A.B. his executors, administrators or assigns, shall and will well and truly pay, or cause to be paid to the said F.W. his executors or assigns, the said sum of, &c. on the, &c. next coming after the date thereof, at or in the place, &c. without fraud or delay. He the said F.W. his executors or assigns, upon payment thereof, delivering to the said A.B. his executors or assigns, the above-recited Obligations, safe, whole, uncanceled and undischarged, together with a sufficient and absolute assignment thereof, or Letter of Attourney irrevocable in due form of Law, to be made, sealed and delivered by the said F.W. his executors or assigns, before two or three sufficient Witnesses at the least. In witness, &c.

A Condition to erect a Barn.

THe Condition, &c. That if the within-bound T.S. his executors, administrators or assigns, do at or before the Feast-day of, &c. next coming after the date within-written, at his and their own proper costs and charges, well, work-man-like, and sufficiently make, build, erect, set up, and fully finish, or cause to be made, &c. (in all things belonging to the Art or Trade of a Carpenter) in and upon one piece of ground, now in the occupation of, &c. one new Barn, with twelve several Bays or Rooms in the same, of good, new and seasonable Timber, and one strong Door, with 4 Windows to the same, and the said Barn to contain in length 116 foot of assize, and in breadth 25
feet

foot, and in height eighteen foot of assize at the least, and also do, at or before the said Feast-day of, &c. make, or cause to be made, at his or their like costs and charges, within the said Barn so to be builded and set up, the one half and moiety thereof meet and convenient for a stable-room, and a sufficient floor for the same moiety, upon the main ground, with good, new and seasonable planks of Oaken Timber, together with Racks and Mangers, sufficient and convenient for the same, and do also to the other moiety of the same Bays or Rooms, make one substantial floor of seasonable boards, and do likewise at his and their like costs and charges, find and allow all such nails, as shall be needful to be spent and occupied in and about the erecting, setting up and finishing of the same Barn and Stable with Floors, Racks, Mangers, Doors, Windows and Planks, (except if any be excepted) that then, &c. (or you may proceed thus) And the within-named D.E. in consideration of the premises, is to pay unto the said T.S. his executors or assigns 20 l. 10 sh. of, &c. in form following, viz. at the enscaling hereof 6 l. 8 sh. 4 d. thereof, which he had paid accordingly on the, &c. and at the fully finishing of the same Barn as aforesaid, other, &c. in full payment of the said sum of, &c. that then, &c.

A Condition, that whereas A.B. hath delivered a Bond and a Letter of Attorney to C.D. to recover a debt of, &c. the said C.D. is bound to re-deliver the Bond or the money.

THE Condition, That whereas the within-bound C.D. the day of the date within-written, hath received and had of the within-named A.B. one Bond or Obligation, bearing date, &c. (and so recite the Bond)

Bond) as by the said Obligation and Condition may more plainly appear, which said Bond or Obligation, together with one other Writing or Letter of Attorney of the date within-written, the said A. B. hath delivered to the said C. D. in trust only for the recovery and receiving of the said debt of, &c. mentioned in the Condition of the said Obligation, together with costs, damages, and reasonable interest, if any shall be, of and from the said, &c. his executors or administrators: if therefore that the said C. D. his executors, administrators or assigns, do at any time hereafter, within the space of one whole year next coming after the date within-written, either well and truly pay, or cause to be paid to the said A. B. his executors or assigns, the full sum of, &c. at or in the, &c. or otherwise re-deliver, or cause to be re-delivered to the said A. B. his executors or assigns, the said Obligation or Bond, and the said Letter of Attorney, safe, whole, uncanceled and undischarged, and in as good condition as he received them, or either of them (the perils and dangers of the Seas and Pirates only excepted) within the time and space before limited, that then, &c. or else, &c.

A Condition to pay a sum of money at ones return from beyond Sea.

THE Condition, &c. That whereas the within-named A. B. the day of the date within-written, hath paid and delivered unto the within-bound C. D. the sum of, &c. which said sum the said A. B. is contented, that the said C. D. shall employ and adventure in a Voyage, wherein the said C. D. is bound in the good Ship called the, &c. unto the *East-Indies*, upon the condition that the said C. D. his executors, administrators or assigns, shall truly pay, or cause to be

be paid unto the said A.B. his executors or assigns, the full sum of, &c. at the return of the said C.D. and the said Ship, or either of them, which shall first and next happen from the *East-Indies* as aforesaid, into the Realm of *England*. If therefore the said C.D. his executors, administrators or assigns, do or shall within one month next after the return either of himself, or of the said Ship, called the &c. from the *East-Indies* aforesaid, into the Realm of *England*, well and truly pay, or cause to be paid to the said A.B. his executors or assigns, the said sum of, &c. of like lawful money of *England*, without fraud or delay, that then, &c. or else, &c.

A Condition for delivery of Wool.

THE Condition, &c. That whereas the within-bound A.B. for the sum of, &c. to him by the within-named C.D. in hand, at the sealing of this Obligation truly paid, whereof he the said A.B. acknowledgeth the Receipt, hath bargained and sold to the said C.D. one hundred Todd of merchantable Wool, good and lawful, viz. at the rate and price of 10*sh.* the Todd, if therefore the said A.B. his Executors, &c. do well and truly deliver, or cause to be delivered unto the said C.D. his executors, &c. all the said one hundred Todds of Wool, sorted & packed by an indifferent sworn Wool-packer, frank and free at the Warehouse of, &c. on or before, &c. without any delay, that then, &c.

Another Condition to deliver certain Todds of Wools.

THE Condition, &c. That if the within-bound A.B. and C.D. or either of them, or the executors, administrators or assigns of them, or either of them,
do

do well and truly deliver, and cause to be delivered unto the within-named E.F. his executors, &c. the full number or quantity of forty Tods of good & merchantable wools, of the proper sheeps growth of them the said A.B. and C.D. well washed and dried, & wrought by a sworn wool-man, without cot, combar, gate or refuse, and to be weighed by the Todd, accompting and allowing eight and twenty pound weight of wool, with a reasonable list to every Todd, on or before the, &c. next ensuing the date within-written, at or within the, &c. frank and free of all manner of costs, charges and payments, there to be demanded without fraud or delay, that then, &c. or else, &c.

A Condition for the delivery of Cow-Hides.

THe Condition, &c. That if the above-bound E.F. his executors, administrators or assigns, or any of them, do truly deliver, or cause to be delivered to the above-named G.H. his executors, administrators or assigns, at or in *Leaden-Hall* yard *London*, at or before the, &c. next coming, after the date of the above-written, 19 Cow-hides, and one Steer-hide, well tanned, and as good merchantable ware, as is usually sold in *Leaden-Hall* yard aforesaid, which Hides the said H. H. before the ensealing hereof, hath delivered to the said E.F. to be tanned as aforesaid, and is to pay upon the full delivery of them to the said E.F. his executors or assigns, for tanning of the same Hides, the sum of 3*l.* 6*sh.* 8*d.* of lawful money of *England*, that then, &c. or else, &c.

A Condition for delivery of Barley.

THE Condition, &c. That if the within-bound A. B. his executors, and administrators or assigns, or any of them, do well and truly deliver, or cause to be delivered to the within-named C. D. his executors, administrators or assigns, at his Barn-door, situate, &c. 22 quarters of good, sweet, dry and merchantable barley, in form following, viz. 12 quarters, on or before the, &c. and on or before, &c. the other ten quarters in full of the said 22 quarters, frank and free from all charges whatsoever, that then, &c. or else, &c.

A Condition to make an Assurance by a day.

THE Condition, &c. That if the within-bound A. B. his heirs, executors and administrators, do before the twentieth day of May next coming after the date within-written, make, or cause to be made unto the within-named C. D. and to his heirs and assigns, such a good, sure, sufficient and indefeasible estate of inheritance in the Law, to the only use and behoof of the said C. D. his heirs and assigns for ever, or to the use of such person, and his heirs and assigns for ever, as he the said C. D. shall then name & appoint of and in all that Messuage, &c. (as the bounds thereof are known) by deeds and evidences sufficient in the Law, or by fine & recovery if need shall be or require, or by any other sure or lawful means, as by the said C. D. or his heirs, or by the assignes of him or them, or by their, or any of their Council learned in the Law, shall be reasonably advised, devised or required, and also if the same messuages, &c. now are and be, and so from, &c. for ever shall remain, continue and

and be unto the said C.D. his heirs and assigns, or to such other person as he the said C.D. shall name and appoint, and his heirs and assigns free, clear, and clearly acquitted, exonerated and discharged, or otherwise upon request sufficiently saved and kept harmless, of and from all and all manner of former and other Bargains, Sales, Leases, Gifts, Grants, Surrenders and Incumbrances whatsoever; (if need be you may proceed further) and also if the said A.B. his heirs &c. do at all times hereafter, and from time to time, from and after the said, &c. for and during the space of ten years, upon reasonable request to be made by the said C.D. his heirs or assigns, do make knowledge and execute, and suffer to be done and executed, all such further act and acts, thing and things, device and devices, for the better assuring and conveying of the premises unto the said C.D. his heirs and assigns, as aforesaid, be it by fine, feoffment, deed or deeds, inrolled or not inrolled, recovery, release, or by any other wayes or means whatsoever, with warranty against the said A.B. his heirs and assigns, and all other claiming by, from or under him, them, or any of them, or otherwise without warranty, as by the said C.D. his heirs or assigns, or by his or their Council learned, at his and their own proper costs and charges in the Law shall be reasonably devised and required, that then, &c. or else, &c.

A Condition for the renewing of a Lease, when the Lessor shall come to the age of twenty one years.

THE Condition, &c. That whereas the within-bound R.R. and E. his Wife, late Wife of the within-named T.W. by Deed indented, bearing date, &c. have

have demised, granted and to farm-letten unto the within-named J. G. and A. P. all those Copy hold or customary messuages, lands, tenements, meadows, leasoes, pastures, commons, woods, underwoods and hereditaments, commonly called or known by the severall and proper names of &c. or any of them, or by any other name or names, situate, lying and being within the Mannor or Lordship, and Parish of *Woodford* in the County of *Essex*, which were at the time of the decease of the said T. W. in the tenure or occupation of G. H. or his assignes; To have and to hold from the &c. last past, before the date thereof, unto the end and term of forty years, from thence next ensuing, and fully to be compleat and ended, if the said E. shall happen so long to live, by the yearly rent of, &c. as by the said deed indented amongst other things, covenants, grants and articles therein contained, whereunto relation being had more at large it may appear: if therefore the said R. R. and E. his Wife, within one half year, next after that the said E. shall come to and accomplish her full age of 21 years, upon reasonable request made by the said J. and A. or either of them, their executors or assignes, at the now, &c. and at the only costs and charges for writings, or otherwise of the said J. and A. their executors or assignes, shall make and seal, and as their Deeds deliver to the said J. W. and A. P. their executors or assignes, one Indenture of Lease, of all and singular the said Copy-hold or customary messuages, lands, tenements and hereditament, before by the said deed indented, demised, and of every part and parcel thereof, and which Indenture so to be made, sealed and delivered, shall in all things and in every covenant, grant and article of the same, agree *verbatim* with the said Deed indented, which beareth the date within-written, and not otherwise, save only that after the commencement and beginning

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ginning of the same, it shall be made to hold and continue the rest of the said term of forty years, which shall be then to come and unexpired, comprized in the said Deed indented, which beareth the date within-written, (*viz.*) to continue the rest of the years which shall be then to come, and no otherwise, that then, &c. or else, &c.

A Condition to gather Rents, and to yield an account thereof,

THe Condition, &c. That if the within-bound A. B. or his sufficient, Deputy do from henceforth during his natural life, well, truly and entirely levy, collect and gather all and singular the Rents, Revenues, Emoluments, Perquisites of Courts, Issues and Profits whatsoever, of, or belonging to the Lordship or Mannor of, &c. and of all the members and parcels of the same, at the Feasts of, &c. yearly, during the said term, and all the same Rents, &c. and all the money thereof coming, hereafter to be coming of the same, and every, or any part thereof, well and truly content and pay to the within-named C.D. at the Feasts of, &c. yearly, and also do from time to time, as often as he shall be thereunto required by the said C.D. his heirs, executors or assignes, make, render and deliver to the said C.D. his heirs or assignes, a just, true and perfect Account of all the same Rents, Revenues and other the premises, and of all the arrearages thereof (if any be) do at the end of every such Account made, make just and true payment to the said C.D. his heirs or assignes, and further do well and truly administer, serve and execute all Processes to him to be directed from the Stewards and Officers of the said C.D. his heirs or assignes, concerning the premises, or any part thereof; and moreover do, during

ring all the said term, demean and behave himself as an honest and true Bayliff ought to do, that then, &c. or else, &c.

A Condition of a Deputy Rent-gatherer to give accompt for the receipt of Rents.

THe Condition, &c. That whereas the within-bound A.B. hath retained, (to and with the within named R.C.) Renter of the Mannor of *Finsbury*, for the collecting of all the Rents, coming or growing out of the Mannor of *Finsbury*, in the County of *Middlesex*, and of lands, rents and tenements, belonging to the Major, Aldermen, Commonalty and Citizens of the City of *London*, Farmers of the said Mannors, lands, rents and tenements, for term of years yet to come, if therefore the said A.B. do well and truly behave himself in the said room or office of Renterhip, for the Collection of the said Rents and profits of the said Mannors, rents, lands, &c. and well and truly from time to time collect the said Rents, and every part thereof to the hands of the Chamberlain of the City of *London* for the time being, to the use and behoof of the said Major, Aldermen, Commonalty and Citizens of the City of *London*, and make yearly the accompt of the said Rents, and of every part thereof in the name of the said R.C. if he then be living, of Record in the Chamber of the said City to the office of the same, to whom it doth or may appertain, to take and engross the same accompt; and also if the said A.B. during the life of the said R.D. do no act or acts, thing or things, directly or indirectly, to the prejudice and hindrance of the right of the said R.O. in and to that office, called the Renterhip of *Finsbury*, and further do from time to time, clearly acquit, discharge or save and keep harmless the said

R. C. his executors, administrators and assignes, and every of them, against the Major, Aldermen, Commonalty and Citizens of the City of London, and against all and every person and persons, to whom it may or shall of right in that behalf belong, that then, &c. or else, &c.

A Condition to make true accompt of ones Bayliffship.

THE Condition, &c. That whereas Sir H.H. Knight and Baronet, Chief Justice of the Common-Pleas; Sir J.D. Knight, Chanceller of the Duchy of Lancaster; T.N. Esquire, Surveyor General, do stand and are possessed amongst other things, of the Mannor of, &c. for divers years yet to come, upon trust and confidence, and to and for the only use of C.P. have by the commandment and warrant of the said C.P. by deed under his hand and seal, constituted and appointed the within-bound H.L. to be Bayliff of the Mannor of *Westham* aforesaid, and Collector of the rents and revenues, perquisites and profits there, during the pleasure of the said C.P. If therefore the said H.L. by himself, for his sufficient Deputy or Deputies, his or their executors or assignes, do and shall from time to time, for and during their continuance and exercise of and in the said place or office demean himself and themselves therein, without voluntary concealment, deceit or fraud towards the said C.P. and do and shall yearly during such his and their continuance and exercise as aforesaid, at the audit and audits to be held & kept for the said C.P. yield & make just and true accompt to and before the said Auditors, for the time being of the said Mannor and premises, and thereupon make payment and satisfaction to the said C.P. his Officer or Officers, in that behalf

to be authorized and appointed, to and for the said C. P. his use, at or before every such audit or audits, of and for all and every such rents, sum and sums of money, and other issues, revenues, goods, chattels, perquisites and profits, as then shall come to the hands of the said H. L. or his Deputy or Deputies, or as he or they then ought rightly to be charged withal to the said C. P. his use, for or by means or in respect of the said office or place, that then, &c. or else, &c.

A Condition for payment of a sum of money within three dayes after request, if the Obligee may not enjoy a messuage.

THe Condition, &c. That whereas the within-bound C. D. by a deed bearing date within-written, for the consideration therein, hath assigned and let over unto the within-named A. B. one Indenture of Lease, bearing date, &c. made and granted to him the said A. B. by one, &c. of a Messuage or Tenement, with the appurtenances, lying and being, &c. now in the tenure of, &c. for the term of, &c. and all his estate, right, title, interest and term of years to come, in and to the same messuage or tenement, and other the premises by the said Lease demised, as by the said poll, deed or writing more at large appeareth; if therefore the said A. B. his, &c. paying the said rent, and performing the said covenant and duties in the said Lease contained on the tenants parts from and after the, &c. to be paid and performed, shall nor or may not peaceably and quietly have, hold and enjoy the said messuage or tenement, with the appurtenances for and during all the residue of the said term, without any let, trouble, interruption, of or by the said, &c. then if the said C. D. his executors, &c. do

within one Month next after notice thereof to him or them to be given by him the said A.B. his, &c. well and truly repay or cause, &c. to the said, &c. his executors or assigns, the sum of, &c. of, &c. the said A.B. them also re-delivering and re-assuring unto the said C.D. his executors, &c. the said Indenture of Lease, safe and uncanceled, and all his estate, interest and term of years in and to the same, and the premises thereby demised, clearly discharged of all forfeitures, re-entries and incumbrances whatsoever then to be had, made, committed or permitted by the said A.B. his, &c. together with the poll-deed aforesaid, that then, &c. or else, &c.

A Condition to bring an Inventory into the Prerogative Court by a day.

THe Condition, &c. That if M.H. Wife of J.H. while he lived, of the Parish of, &c. do make or cause to be made a true and perfect Inventory of all and singular the goods, chattels and debts of the said J.H. and the same so made, to exhibit or cause to be exhibited into the Prerogative Court of *Canterbury*, the, &c. and the said goods, chattels and debts do well and truly administer, (*viz.*) do pay the debts of the said deceased, which he did owe at the time of his decease, as far as the said goods, debts and chattels will thereunto extend, as the said Law will charge her; and further do make or cause to be made a true and perfect account of and upon the said administration, the second day next after the Feast of, &c. and such part and portion of the said goods, chattels and debts, which shall be found remaining upon her said account, examined and adjudged by the said Prerogative Court of *Canterbury* for the time being, shall distribute and dispose, as by the same Judge shall be limited

mitted and appointed; and if hereafter there shall appear any lawful Testament or last Will made by the said deceased, and the executor or executors therein named do exhibit the same, making request to have the same approved of accordingly, then it the said administratrix, after lawful request to her made, do tender and deliver into the said Court the said Letter of administration to her committed without delay; and lastly, do at all and every time and times hereafter, clearly acquit, discharge or save harmless the within-named, &c. and all other the Officers of the said Prerogative Court of *Canterbury*, against all persons having or pretending to have any estate, right, title or interest to the said goods, chattels and debts, that them, &c. or else, &c.

A Condition never to vex or trouble one hereafter for any former matter.

THE Condition, &c. That if the within bound A.B. his heirs, executors or administrators, or any other person or persons for him or them, or in his or their name or names, or by his or their title or procurement, or means, do at any time or times hereafter claim, challenge, demand, vex, sue, molest or trouble the within-named C.D. his heirs, executors, administrators or assigns, or any of them, for any of the goods, money, plate or debts, which late were belonging to E.F. of, &c. deceased, or for any other matter, reckoning, cause or accompt, thing or things whatsoever, had, moved, stirred, depending or being between the said A.B. and C.D. before the date within-written, that then, &c. or else, &c.

*A Condition for the assurance of mortgaged Lands,
after default of Redemption.*

THE Condition, &c. That whereas the within-bound A.B. and C. his Wife, by their deed indented, bearing date the within-written, have given, granted, bargained and sold unto the within-named D.E. his heirs and assigns for ever, all that messuage or tenement, with the appurtenances thereto belonging, or in any wise appertaining, upon condition that if the said A.B. his heirs, executors, administrators or assigns, or any of them, do well and truly pay or cause to be paid unto the said D.E. his executors, administrators or assigns, the sum of, &c. that then the aforesaid gift, grant, bargain and sale of the premises, and all conveyances and assurances thereupon had and made, should be utterly void, frustrate and of none effect, as by the said deed indented amongst other things therein contained, more plainly at large appeareth: if therefore the said A.B. his heirs, executors, administrators and assigns, shall make default of or in the payment of the said sum of, &c. on the said, &c. then if the said A.B. and C. his Wife, and their heirs, and all and every other person and persons, and their heirs, having or lawfully claiming to have any lawful right, title or interest, of, in or to the said messuage or tenement, or other the premises with the appurtenances, or of, in or to any part or parcel thereof, shall from time to time, and at all times after such default of payment of the said sum of, &c. in form aforesaid had and made, upon the reasonable request, and at the only costs and charges in the Law of the said D.E. his heirs and assigns, further do, cause, make, knowledge and suffer, or cause to be done, made, knowledge and suffered, all and every such further lawful and reasonable act and acts, thing and

and things, device and devices in the Law, be it by fine or fines, deed or deeds, &c. or by all, any, or as many of the said wayes or means, as the said D.E. his heirs and assigns, or his or their Council learned in the Law shall be reasonably advised or devised for the further assurance, sure-making and conveying of the premises, and of every part and parcel thereof, to be had and made sure unto the said D.E. his heirs and assigns for ever, absolutely, without any manner of condition or mortgage, that then, &c. or else, &c.

A Condition to acknowledge a Statute by a day.

THE Condition, &c. That if the within-bound A.B. and one R.L. of, &c. do upon or before, &c. seal and subscribe one Recognizance or Writing obligatory, to be made according to the form of the Statute lately made and provided for recovery of debts, wherein and whereby the said A.B. and R.L. shall stand bound to the within-named T.W. in the sum of, &c. payable at some Feast soon after the date of the same Writing, and the same so sealed and subscribed, do upon or before, &c. in lawful and due manner acknowledge before one of the two chief Justices appointed for the acknowledging of such Writings by the Statute, or in their absence, out of the term before the Major of the staple at *Westminster*, and the Recorder of the City of *London* for the time being, and the same so acknowledged and sealed, to deliver or cause to be delivered to the said T.W. at his now dwelling house, situate, &c. upon or before the, &c. safe, whole and uncanceled, to the end that a pair of defeazances may be thereupon made, that then, &c. or else, &c.

*A Condition to meddle with the Executorship upon
assignment thereof.*

THe Condition, &c. That whereas the within-bound T.T. hath assigned and committed all his right of Executorship of the Testament and last Will of Sir J. late deceased, unto the within-named R.B. and hath fully for his part authorized, licensed and assigned the said R. only to do all and every thing and things, by himself and his assigns, concerning the execution of the said last Will and Testament. Therefore if the said T.T. shall not intermeddle with the administration of any part of the goods and chattels, money, debts or plate of the said Testator, without consent of the said R. his heirs or executors, but shall at all times hereafter, and from time to time permit and suffer the said R.B. his executors and assigns, to administer all such goods, chattels, money, plate and debts, as at the day of the making hereof be in the custody of the said R.B. to be administered, or in the hands or possession of any other person or persons, except such goods, chattels, money and plate, now in the possession and custody of the said T.T. of the said Testator, which is, or are to be administered as shall be thought good by the said R.B. And further, if the said T.T. his heirs or executors, do not discharge any debts of the said Testator, without the consent of the said R.B. his executors or administrators, nor any action which the said R.B. or his executors shall justly attempt and bring against any person or persons, to or for the recovery of any of the debts, goods and chattels of the said Testator, that then, &c. or else, &c.

A Condition not to do any act as Executor, without consent of his Co-executor.

THe Condition, &c. That whereas one C.B. late of N. deceased, by her Testament and last Will, named, ordained and constituted the within-bound M.B. and the within-named N.I. to be executors of the same her Testament and last Will, as by the same last Will and Testament among other things appeareth; if therefore the said M.B. shall not at any time hereafter make, or cause to be made any release, acquittance or other discharge, to any person or persons, for or concerning any of the debts, goods or chattels, which were the said C.B. the day of her decease, nor shall do or suffer, or cause to be done or suffered, any other act or acts, thing or things, in or about the execution of the said Testament and last Will of the said C. without the consent, assent and agreement of the said N.I. that then, &c.

A Condition to procure one to seal an acquittance by a day, and to save harmless.

THe Condition, &c. That whereas the within-named A.B. hath the day of the date within-written, paid and delivered to the within-bound C.D. for and to the use of L.O. now Resident in France, in the parts beyond the Seas, the sum of, &c. if therefore the said C.D. his executors or administrators shall and do before the, &c. cause and procure the said L.O. to seal and deliver as his Deed to the use of the said A.B. his executors and administrators, in the presence of two or three sufficient and credible witnesses, a sufficient and lawful acquittance, testifying the receipt of the said summe of, &c. and also if the said C.D. his executors, administrators or assigns, do deliver, or cause to be delivered to the said

said A.B. his executors or administrators, at or in the, &c. the same acquittance sealed and delivered as aforesaid, and certified under the hands of the same witnesses, whole, uncanceled and undefaced, at or before, &c. and also do in the mean time save and keep harmless the said A.B. his heirs, executors and administrators, and every of them, and all and every of his and their lands, tenements, goods and chattels, and every part thereof against the said L.O. his executors, administrators and assigns, and every of them, of and for the same sum of, &c. and every part thereof, and of and from all actions, suits, costs, charges, damages and demands, for or concerning the same, and every or any part thereof, that then, &c. or else, &c.

*A Condition to acknowledge satisfaction of a
Judgement.*

THe Condition, &c. That whereas the within-bound A.B. in M. term now last past, hath obtained against the within-named L.O. in the Court commonly called, &c. a Judgment in an action of debt, as by the Records in the said Court remaining, &c. if therefore the said A.B. do in *Easter Term* now next ensuing, at the costs and charges of the said L.O. cause satisfaction to be acknowledged and entered upon Record in full discharge of the same Judgment, that then, &c. or else &c.

A Condition to procure two to seal releases, for legacies, and to save harmless.

THe Condition, &c. That whereas R.B. late Citizen and Haberdasher of London, and brother to the above-bound W.B. in and by his last Will and Testa-

Testament, did give and bequeath unto W.B. and F.B. Sons of the aforesaid W.B. their Father 40 l. apiece legacies to be paid, as in and by the said last Will and Testament of the said R. more at large appeareth: and whereas also the above-named M.H. the now husband of R. the late widow and executrix of the said R.B. before the sealing hereof, at the earnest request and desire of the said W.B. the father, hath paid unto the said W. and for the use and behoof of the said W. and F. his sons, the said legacies of 40 l. apiece in lawful English money, the receipt whereof the said W.B. the father, doth hereby acknowledge & confess: If therefore the said W.B. the father, or above-bound T.D. and W. F. or any of them, their or any of their executors, administrators or assigns, within twenty eight dayes next after that the said W. and F.B. sons of the said W.B. the father, shall severally attain their several ages of 21 years, shall give and deliver unto M.H. his executors, administrators or assigns, good, lawful and sufficient releases or acquittances, under the hands and seals of the said W. & F. the sons of the said W. of & for the said legacies of 40 l. or else do in the mean time, & also at all times afterwards acquit and discharge, or else save & keep harmless & indemnified the said M.H. his executors and administrators, from and against the said W. and F.B. the sons, of and for the said legacies, & also of and from all actions, suits, troubles, costs, charges, & damages that shall be commenced, prosecuted or any way happen to or against the said M.H. his executors, administrators or assigns, for or concerning the said legacies by the said W. and F. or either of them, or any other person, for, by or under them, or either of them, then, &c. or else, &c.

A Condition that a Woman shall release her Dower.

THE Condition, &c. that if L. O. of W. Widow, late Wife of T. O. of, &c. do before the, &c. by her writing under her hand and seal, remit, release and quitclaim unto the within named R. O. such estate, right, title, interest, claim and demand whatsoever, which she the said L. O. hath, may, might, should, or of right ought to have, in, or to all, or any part of the Lands, tenements and hereditaments which were the inheritance of the said T. O. her husband deceased, or any part thereof, for or by reason of her Dower, or of any Joynture heretofore made, or by reason of any other right, title or means whatsoever, at any time before the date hereof, come, grown or accrued: And also if the said within bound A. B. his executors, administrators or assigns, do before the, &c. leave and deliver, or cause to be left and delivered to and for the said R. O. at, &c. the said Writing or Release sealed and delivered, as aforesaid, being certified under the hands of two or three sufficient witnesses, safe, whole, uncanceled and undefaced, that they, &c. or else, &c.

A Condition to suffer a man's Wife to make her will.

THE Condition, &c. That whereas the within bound A. B. shall shortly by Gods Grace, marry and take to Wife C. D. late the Wife of E. F. deceased, and by reason and means of the said Marriage, he the said A. B. shall be greatly preferred and advanced in substance and riches, in consideration whereof, if so be that the said A. B. after Marriage had and solemnized between him and the said C. D. do quietly permit and suffer the said C. D. (if she fortune to decease before

fore the said A.B.) to declare and make her Will in writing, or otherwise by word of mouth, and in the same to give, will and bequeath, or otherwise to assign and dispose of, at her free will and pleasure, to and amongst her kindred, friends and acquaintance, or to any of them, or to any other person or persons, as to her shall be thought meet and convenient, the sum of, &c. of, &c. And further, If the said A.B. his executors, administrators or assigns, or any of them, upon reasonable request to him, them, or any of them to be made, by any such person or persons, to whom the said C.D. shall so give and bequeath any such sum or sums of money, extending no further than to the said sum or value of, &c. as is aforesaid, do well and truly pay, or cause to be paid, all and every the said several sum and sums of money, gifts and requests, so to be given and bequeathed by the said C.D. and in such manner as shall be by her appointed, that then, &c. or else, &c.

*A Condition to Marry one by a day, or else to pay
a sum of money.*

THe Condition, &c. That if the within-bound A.B. do on or before the, &c. of, &c. lawfully espouse, marry and take to Wife one E.K. the daughter of, &c. if she the said E. will thereunto assent and agree, and the Ecclesiastical Laws permit and suffer the same: But in case it shall happen the said E.K. and A.B. and either of them, to die or decease before such Marriage had and solemnized, as aforesaid, then if the said A.B. his executors, administrators and assigns, do well and truly pay, &c. to the said E.K. her executors or assigns, the sum of, &c. on, &c. at, &c. that then, &c. or else,

A Condition to be a true Prisoner.

THE Condition, &c. That if J.H. Merchant of Se-
Lucus, which now is in the prison of the Kingdom
of England, under keeping of the Sheriff within writ-
ten, as well by reason of writ of, &c. of the Statute of
the Staple, containing the sum of, &c. as also for other
certain actions, causes and sures on the behalf of R.S.
&c. moved and commenced, be from henceforth a true
and faithful Prisoner, carrying and remaining with the
said Sheriff and his Deputies, till the same J.H. be ful-
ly discharged and acquitted of the said actions, & then
content and pay to the said Sheriff, &c. all and singu-
lar costs, charges, fees, and other duties, in such cases
heretofore accustomed to be paid, that then, &c. or else,
&c.

*A Condition to save harmless for being bound
for the appearance of a man.*

THE Condition, &c. That whereas the within-
named O.P. at the special instance, request and de-
sire of the within-bound Sir E.G. by one Obliga-
tion bearing the date within-written, standeth
bound joyntly and severally with the said Sir E.G.
and the within-bound A.M. unto R.H. and H.H.
Sheriffs of the City of London, in the sum of, &c.
of, &c. with a Condition there under-written, for the
appearance of the said Sir E.G. before the Justices of
the Court of Common-Pleas at Westminster, on &c.
next, &c. to answer to E.G. of a Plea of trespass, as
by the same Obligation and Condition thereof more
at large appeareth. If therefore the said Sir E.G. do
according to the tenor and true meaning of the Obliga-
tion

tion; and condition above-recited, appear before the said Justices of the said Court, &c. on the day in and by the condition of the said obligation limited and appointed for his appearance, to answer unto the said C. G. of a Plea of Tr. spals. And also if the said Sir E. G. his executors and administrators; and every of them, do from time to time, and at all times hereafter freely and clearly acquit, discharge, or save and keep harmless the said G. P. his heirs, &c. and his and their goods, and every of them, against the said Sheriff of the City of London, and against all other persons whatsoever, of and for the said obligation and condition above-recited, and penalty of the said obligation contained, and every part and parcel thereof, and of and from all actions, suits, judgments, executions, condemnations, damages and demands, touching or concerning the same, that then, &c. or else, &c.

A Condition wherein the Factor is truly bound to serve the Merchant, and no other.

THE Condition, &c. That if the within-bound I. O. do from the day of the date within-written, unto the end and term of four years from thence next ensuing, and fully to be compleat and ended, well, truly and faithfully serve the within-named L. S. and his assigns, in the trade and traffick of merchandizes, as well in this Realm of England, as in any other parts beyond the Seas; and also if the said I. O. at all times hereafter, and from time to time, during the said term of four years, upon the reasonable request of the said L. S. his executors, administrators or assigns to be made to the said I. O. do make, yield and deliver unto the said L. S. and his assigns, as from any other person or persons, by his or their assigns, mores and less, of all such sum and sums of money, as shall

appear upon the foot of every such account or reckoning, as shall be so yielded, made and delivered by the said L. O. to the said L. S. his executors, administrators or assigns, in form aforesaid, and further, if the said L. O. at any time hereafter, during the said term of Four years, as the said L. O. shall be Factor, Doer or Agent to the said L. S. and his assigns, by any manner of wayes or means, do not traffique or vend chandize, or the affairs or business of any manner of person or persons whatsoever, other than the said L. S. and his assigns, without the special license, consent, will, knowledge and agreement of the said L. S. his executors, administrators or assigns, thereunto first had and obtained in writings under his and their hand and seal, that then, &c. or else, &c.

A Condition to pay use for Orphanage or Legacy money
belonging to Orphans.

THE Condition, &c. whereas the within-bound A. B. and C. D. on the day of the date within written, have in their hands, possession and custody, the sum of, &c. of, &c. being Orphanage or Legacy money, appertaining unto E. F. and G. H. Children and Orphans, of I. K. late Citizen and Merchant of London deceased, for the sure payment whereof at such time or times, as the said Orphans shall be severally capable of their several portions, according to the custom of the City of London, or according to the dayes and times limited in the Testament and last Will of the said I. K. Father of the said E. F. and G. H. the said A. B. and C. D. with other Sorries stand obliged and bounden by Recognizance, taken and acknowledged in the Orphans Court of the City of London, to the Chamberlain of the said City, the

the time being, in certain competent penalty of certain penalties, according to the custom of the said City; and whereas the charge, education, keeping and bringing up of the said Orphans, is committed unto the said I. K. and S. his wife, Mother of the said Orphans, if therefore the said A. B. and C. D. or either of them, or the executors, administrators or assigns of them, or either of them, do every year yearly, during so long time as the said sum of, &c. or any part thereof shall continue and be in the use and occupation of them the said A. and C. or either of them, or of the executors, administrators or assigns of them, or any of them, do well and truly pay, or cause to be paid to the said I. K. his executors or assigns, for and towards the charge and education of the said Orphans, or of such of them as shall longest continue and be in his or their Orphanage or Minority, for the use, loan or occupation of the sum of, &c. or of such part thereof, as shall longest continue and be in the use, possession or occupation of them the said A. B. and C. D. or either of them, or the executors or assigns of them, or any of them, after the rate and allowance of 6 l. 13 s. 4 d. of, &c. for every hundred, and so after that rate for lesser sum, as the cause shall require, the same allowance to be paid quarterly, at the Feasts of, &c. yearly by equal portions, at or in the, &c. that then, &c. of life, &c.

THE Condition, That if the within-bound I. W. his executors or assigns, do well and truly execute and use the office of Goalership, in the County of E. and also do well, surely and safely keep all and every such person and persons, now being in the prison

of the Kingdom of *England*, in the same County of *E.* or that hereafter shall be committed to the said Goal, or to the said *L. W.* and further, that if the said *L. W.* his executors or assigns, at his or their proper costs, do safely carry, bring and re-carry all persons in the said Goal now being, or that at any time hereafter shall be Prisoners there, to any such place or places as the said Sheriff, or his assigns shall appoint or name within the said County of *E.* and furthermore be truly and diligently attending, aiding and assisting the said Sheriff, and his Under-Sheriff and Deputies, at all and every time and times, when any execution shall be done within the said County, to and upon any person or persons, attainted, or to be attainted for Treason, Felony, Murder, or Heresie, or other wise, or for any other cause, unto the end of the execution. And further, if the said *L. W.* his executors and assigns, do discharge and save harmless the said Sheriff, his heirs, executors, administrators and assigns, against the Kingdom of *England*, and against all and every other person and persons, and from all manner of escapes, damages and losses, fines, issues and amercements, which by the negligence or otherwise of the said *L. W.* his executors or assigns, that the said Sheriff shall or may in any wise be charged or incumbered, or ought to be charged by the Law, by reason of the office of the Sheriffwick of the said County, from time to time, and do content and pay to the said Sheriff, his heirs, executors or assigns, all such sum and sums of money, as the said Sheriff, his heirs, executors or assigns ought to pay to the Kingdom, or to any other person or persons, to be due to the said Sheriff, by reason of the said office of Goalership, that then, &c. or else, &c.

A Condition for the re-assurance of Lands.

THE Condition, &c. That if the within-bound

A. B. his heirs, executors, administrators and assigns, and every of them, do from time to time, and at all times hereafter, upon the reasonable request, at the costs and charges in the Law of the within-named C. D. make, knowledge and suffer unto the said C. D. his heirs or assigns, or unto such other person or persons, as he or they shall name or appoint, all and every such lawful and reasonable act and acts, thing and things, device and devices in the Law, as by the said C. D. his heirs or assigns, or by his or their Council learned in the Law, shall be reasonably advised or devised, for the assurance and conveying unto him the said C. D. his heirs and assigns for ever, absolutely without any manner of condition or mortgage, all such tenements, lands, meadows, leases, pastures, and hereditaments whatsoever, with all and singular their appurtenances, situate, lying and being in, &c. all which, &c. now are, or late were in the tenure or occupation of, &c. or his assigns, and sometime were in the tenure of, &c. or his assigns, which said lands, tenements, meadows, leases, pastures and hereditaments, were lately conveyed, bargained and sold unto the said A. B. and his heirs by W. M. of, &c. as by an Indenture thereof made between the said W. M. on the one part, and the said A. B. on the other part, bearing date the, &c. last past, before the day within-written, more plainly at large it may appear: And also if the said lands, tenements, meadows, leases, pastures, and hereditaments, and all and singular other the premisses, with the appurtenances, now be, and at all times hereafter shall be free and clearly discharged, or otherwise sufficiently saved and kept harmless by the said A. B. his

heirs, executors and administrators, of and from all and every bargain, sales, leases, titles, troubles and incumbrances whatsoever, had, made or done, or hereafter to be had, made or done by the said A. B. his heirs or assigns, that then, &c. or else, &c.

A Letter of Attorney contained in the latter end of an Indenture.

AND furthermore the said G. C. and T. N. have made, ordained, nominated and appointed, and by these presents do make, ordain, nominate and appoint R. B. Esq; and T. W. Gent. their true, sufficient and lawful Attorneys, jointly and severally for them, and in their names and stead, into and upon all and singular those the said two parts, &c. and other the premises, or into any part thereof, in the name of the whole to enter, and peaceable and quiet possession and seizin thereof, for them and in their names to take, and after such possession and seizin thereof had or taken, as aforesaid, for them and in their names, stead and places, peaceable and quiet possession, livery and seizin of all and singular the said premises, or any part thereof, in the name of the whole, to deliver unto the said H. B. his heirs or assigns, or his or their certain Attorney in that behalf, ratifying, allowing and confirming all and whatsoever their said Attorney, or either of them, shall do or cause to be done in or about the premises by these presents. In witness, &c.

A Release of a Proviso.

K Now all men by these presents, That B. C. of &c. for divers good causes and considerations hereunto moving, have remised, released and quit-

quit-claimed, and by these presents for me, my executors, administrators or assigns, do remise, release, and for ever quit-claim unto L. M. of, &c. his heirs, executors or assigns, as well one proviso or condition, and all and every the sum and sums of money, specified in the same proviso or condition, contained and comprized in one pair of Indentures of bargain and sale, bearing date the, &c. in the, &c. made between me the said B. C. of the one party, and the said M. L. of the other party, as also all and all manner of actions and suits, cause and causes of actions and suits, for or concerning the said proviso, In witness, &c.

A Release of a Covenant mentioned in an Indenture of Lease.

TO all, &c. A. B. of, &c. sendeth greeting. Whereas in and by one Indenture of Lease, bearing date, &c. made between E. B. of the one party, and the said A. B. of the other party, there is contained a Covenant in these words following, *viz.* (reciting the Covenant *verbatim*, as therein contained) whereunto relation being had, it doth and may more at large appear: Now know ye, That I the said A. B. for divers good causes and considerations me hereunto especially moving, have remised, released, and quit-claimed, and by these presents for me, my executors and administrators, do fully and clearly remise, release and quit-claim unto the said E. B. his executors and assigns, the said Covenant, Grant, Clause, Agreement and Article, before rehearsed and mentioned, and all and every other matter, thing and things specified, declared and contained in the same Covenant, Clause and Agreement, and all the benefit, profit, advantage and commodity, that by any manner of means

may or might arise, grow, come or happen to me the said A. B. for or by reason, or touching or concerning the same Covenant, Clause, Article or Agreement, or any word, sentence, matter, thing or things therein contained; so that the said B. B. his executors and assigns, and every of them, from henceforth forever, shall be clearly and fully acquitted, released and discharged against me the said E. B. my executors and administrators, and every of us, of, from, and for the said Covenant, Grant, Clause, Article and Agreement, before rehearsed, and of and for every thing and things touching or concerning the same, and that this present release shall not in any wise extend to any other covenant, clause or article before rehearsed, for and during the said term, &c. In witness, &c.

A Bargain and Sale of Woods.

T His Indentures, &c. between, &c. witnesseth, That the said I. M. for the considerations hereafter in these presents expressed, hath bargained and sold, and by these presents doth bargain and sell unto the said F. M. all those Woods, Under-woods and Trees whatsoever, standing, growing, lying or being in & upon all that wood and wood-ground, called or known by the name of, &c. in the County of, &c. parcel of the Mannor of, &c. in the same County (except, and alwayes reserved) out of this present Bargain and Sale, unto the said I. M. his heirs and assigns, 50 Trees of Oak to be taken and marked by the said I. M. or his assigns, in such manner as hereafter in these presents is expressed, viz. It is agreed between the said parties to these presents, and either of them severally for himself, his executors and administrators, covenanteth and granteth to and with the other of them, his executors and administrators, that the said F. M. shall

or may first choose ten Oaks, and after the said I. M. to choose ten other, so either of them one after another ten Oaks, until the said I. M. or his assigns, have made choice of the said number of 50 Trees before excepted, in consideration of which said bargain and sale, the said M. F. doth covenant, &c. to and with the said, &c. that he the said F. M. his, &c. shall well and truly pay, &c. unto the said I. M. his, &c. the sum of, &c. on the, &c. at, &c. and further the said I. M. doth covenant, &c. to and with, &c. that it shall and may be lawful to and for the said I. M. his executors and assigns, at all seasonable times of the year, after choice made by the said I. M. or his assigns, to the said 50 Trees to him excepted, as aforesaid, during the space of, &c. next ensuing the date hereof, to fell, cut down and carry away the said Woods, Under-woods and Trees before by these presents bargained and sold, and every of them, except before excepted, and likewise the said F. M. doth covenant, &c. to and with, &c. that he the said F. M. his executors or assigns, shall and will at every felling, of which he or they shall make of the said Woods, Under-woods or Trees, leave standing or growing, so many staddles and stories, as by the Laws and Statutes in that case provided, are or ought to be left, for and in recompence of which staddles and stories so to be left, the said I. M. for him, his executors and administrators, doth covenant, promise, grant and agree to pay, or cause to be paid, upon reasonable request unto the said F. M. his executors or assigns, so much money, as by two persons, whereof the one to be chosen by the said I. M. the other by the said F. M. shall be thought reasonable, and by them limited and appointed: And furthermore the said I. M. doth covenant, &c. to and with, &c. that if the said F. M. his, &c. do pay, &c. unto the said

said L. M. his, &c. the said sum of, &c. at the day, time and place before limited for the payment thereof, and in such manner and form, as aforesaid, and that one Recognizance, in the manner of a Statute Staple, bearing date, &c. taken and acknowledged, &c. where in the said P. M. standeth bound to the said L. M. in the sum of, &c. shall be utterly void, and of none effect. In witness, &c.

An Assignment of an Extent upon a Statute.

THis Indenture made the, &c. between T. O. of, &c. of the one party, and Sir L. L. of, &c. and L. Brof, &c. of the other party, witnesseth, That whereas T. R. of, &c. R. R. of, &c. and R. B. of, &c. by their Recognizance in the nature of a Statute Staple, bearing date the, &c. taken and acknowledged before, &c. did acknowledge themselves to owe to the said T. O. the sum of, &c. payable, as in and by the said Statute or Recognizance more at large appeareth. And whereas also certain Writs of extent, bearing date the, &c. in the, &c. were awarded out of the Court of Chancery, being directed to the then Sheriff of the County of York, by vertue of which Writ so directed into the County of York, the same then Sheriff did extend all that the Mannor or Capital Messuages, &c. in the, &c. and divers Lands, Tenements, &c. as in and by an Inquisition thereof, had and taken by the said Sheriff, at R. in the County of York aforesaid, bearing the, &c. then last past, annexed to the said Writ of extent, and remaining of Record in the High Court of Chancery, more at large it doth and may appear; And whereas also afterward Sir M. W. Knight, then Sheriff of the said County of York, by vertue of a Writ of Liberate, likewise directed

rest to the said Sheriff, hath delivered possession
 and seizin of the said Mannor or Capital Messuage,
 and of and in divers Lands, Tenements, Meadows,
 Feedings and Pastures, with their appurtenances in M.
 aforesaid, in the said County of York &c. unto the
 said T. O. to have and to hold the said recited pre-
 mises in the said Writ mentioned, unto him the said
 T. O. and his assigns, as his Free-hold, until the
 said debt of, &c. with costs, charges and damages,
 should be of the said Mannor, Lands and Tenements
 so extended and delivered should be paid, as in and by
 the said Writ of Liberate remaining of Record in the
 high Court of Chancery, more at large appeareth: Now
 this Indenture further witnesseth, that the said T. O.
 for and in consideration of a competent summe of
 good and lawful money of England, to him in hand,
 at and before the enfealing and delivery of these pre-
 sents by the said Sir R. L. and L. B. well and truly
 contented and paid, whereof and wherewith he ac-
 knowledgeth himself fully satisfied and paid, and
 thereof, and of every part & parcel thereof, doth clear-
 ly quit, exonerate and discharge the said Sir R. L.
 and L. B. their heirs, executors, administrators,
 and every of them for ever, by these presents hath
 given, granted, bargained, sold, assigned and set over,
 and by these presents doth fully, clearly and absolutely
 give, grant, bargain, sell, assign and set over unto the
 said Sir R. L. and L. B. their executors, administrators
 and assigns, all the estate, right, title, interest, pro-
 perty, claim and demand whatsoever, which he the
 said T. O. now hath or had, or may, might or
 ought to have, of, in or to the said Mannor or Capital
 Messuage, Lands, Tenements, Hereditaments and Pre-
 mises in M. aforesaid, and of, in and to the moiety,
 &c. and of, in and to every part and parcel thereof,
 with the appurtenances, by force and vertue of the
 said

said extent, inquisition and Liberate aforesaid, and every or any of them, or in them, or any of them contained, to have and to hold, occupy, possess, receive, take and enjoy the said Mannor of M. the said moiety of, &c. and all and singular other the premisses before mentioned, with their appurtenances, together with all rents, issues, profits, commodities and advantages thereof whatsoever unto the said Sir R. L. and L. B. their heirs and assigns, to the only proper use and behoof of them the said Sir R. L. and L. B. their heirs and assigns for ever, for and during the term and continuance of the said Extent, until the said sum of, &c. with the costs, damages and charges be out of the said Mannor, and other the premisses extended, as aforesaid, fully satisfied, contented and paid, as is aforesaid. In witness, &c.

A Condition for finding Apparel for an Apprentice by his friends.

THE Condition, that whereas I. R. son of the within bound E. R. by his Indenture of Apprenticeship, bearing date, &c. last past, before the date within-written, hath put himself Apprentice to the within-named H. S. to the Art which he now useth, and with him to serve and dwell after the manner of an Apprentice, from the day of the date of the same Indenture, for and during the term of eight years from thence next ensuing, and fully to be compleat and ended, as by the same Indenture may appear: And whereas it is intended and agreed upon by and between the said E. R. and H. S. that he the said E. R. his executors or administrators, or some of them, shall from time to time, and at all times, during the said term of eight years, find and provide to and for the said I. R. good, sufficient and necessary rayment and Apparel, as Doubler, Hose, Shooes, Stockings, Shirts, Bands,

Bands, Cloak, Hat, and all things needful and convenient for such an Apprentice: If therefore the said E. R. his executors, administrators or assigns, do and shall yearly, and every years at or before the Feast of Easter, during all the said term of, &c. find and provide to and for the said L. R. such sufficient Rayment and Apparel, as aforesaid, and at all other time and times needful, during all the said term, or otherwise in default thereof, well and truly pay, or cause to be paid unto the said H. S. his executors, administrators and assigns, at or in, &c. the sum of 3 l. 6 sh. 8 d. of &c. for and towards the said Apparel, on or before the said Feast-day of the Ascension of our Saviour, in every year yearly during the said term, without fraud or coven, that then this, &c.

A Condition to save harmless from a Bond.

THE Condition of this, &c. That if the within-bound L. D. his executors, administrators or assigns, or any of them, do and shall on this side, or before the, &c. next coming, clearly acquit and discharge the above-named E. A. his executors and administrators, out of, and from all and every Bond and Bonds, Obligation and Obligations whatsoever, wherein and whereby the said E. A. standeth jointly obliged and bounden with the said L. D. to any person or persons whatsoever, for payment of any sum or sums of money, that then, &c.

A Condition for Money (given by will) to be lent Gratis.

THE Condition, &c. That whereas A. B. &c. by his last Will and Testament bearing date, &c. did give and bequeath unto the Parson and Church-ward-

dens of the Parish of, &c. the sum of, &c. to be lent unto young men of the said Parish, upon sufficient Sureties for two years *gratis*; and so from two years to two years, to some other young men of the same Parish, by 10 l. a man, without paying any consideration for the same, as by the said Will more at large may appear, of which said sum of, &c. the within bound W. L. the day of the date within written hath had and received 10 l. according to the meaning of the said Will; if therefore the said W. L. his executors, administrators or assigns, or any of them, do well and truly content and pay, or cause to be paid unto the within-named H. L. T. I. and R. I. or any of them, the 10 l. or any of their executors, administrators or assigns, the said sum of, &c. on the, &c. which shall be in the year of our Lord God, 1631. at or in, &c. that then this, &c.

A Condition. that one Executor shall not release any of the Testators Debts or Goods, without the consent of the other Executor.

THE Condition, &c. That whereas I. H. of, &c. by his last Will and Testament, bearing date the, &c. published and declared in writing, did make and ordain the within-named E. W. and the within-bound K. E. his executors of the same his last Will and Testament, and afterwards dyed, after whose death the administration of all and singular the goods, chattels, credits and debts, which of late were the said I. H. were and are lawfully committed unto the said E. W. and K. E. if therefore the said K. E. hath not at any time or times heretofore, neither he the said K. his executors nor administrators, nor any of them, shall at any time or times hereafter remise, release, or otherwise discharge any of the debts, duties, specialties
sum

sum and sums of money, or other thing whatsoever, due and owing to the said I. H. at the day of his death, or yet any of the action or actions, sutes, plaints, pleas, processses, judgments or executions whatsoever had, commenced, brought, or at any time or times hereafter, to be sued, had, commenced, brought, pursued, or executed by vertue of the said Will, against any person or persons whatsoever, for or by reason of any of the same specialities, sum or sums of money, debts, duties, or other things due and payable, as aforesaid, or otherwise discontinued by non-sute or *retraxit* in the same Action or Actions, and Sutes aforesaid, or any of them, so commenced or brought, or to be sued in form aforesaid, without the special licence, consent and agreement of the said E. W. his executors or administrators, first had and obtained in writing, signed and sealed with his, their or some of their hands and seals, that then, &c.

A Condition, that one shall not become bound for any person, by writing or Promise, without consent.

THE Condition, &c. that if, &c. A. B. shall not at any time or times hereafter, by his writing obligatory, signed or sealed with his hand, make or seal, or by any other writing or bale, promise or contract whatsoever, or otherwise solely by himselfe or jointly or severally, with any person or persons, become or stand bound as Surety with, to or for any person or persons, in or for payment of any sum or sums of money, to any manner of person for the debt, duty, or any cause whatsoever of any person or persons whatsoever (above the sum of 40 l. of, &c.) other than his own only debt, duty or cause, without the

the special consent, assent and licence of the within-named C. D. first had and obtained in writing, under his hand and seal, that then, &c.

*A Condition to surrender Land, or pay money
in lieu thereof.*

THE Condition, &c. That if, &c. A. I. and his heirs, or some of them, within the space of, &c. next ensuing the date hereof, upon reasonable request to him or them made, by the within-named R. H. his heirs or assigns, or any of them, and at his or their costs and charges in the Law, do make and procure, or cause to be made and procured, to the use of the said R. H. and his heirs for ever according to the custom of the Mannor of, &c. sufficient and lawful surrender and assurance, of and in one Messuage or Tenement customary, sometimes called the, &c. with all barns, stables, orchards, gardens, and other the appurtenances to the same adjoining and belonging situate &c. discharged or saved harmless from all former surrenders, charges and incumbrances, made, done or committed by him the said A. I. or his heirs, or by any other person or persons, by whom such surrender shall be so made, the fine or fines, for or by reason of such surrender or admission upon the same, & the rents and services from henceforth to be due to the Lord or Lords of the said Mannor of whom the premises are holden, or By parcel (only excepted and foreprized) and if in case the said R. H. or his heirs, within the space of, &c. now next ensuing, shall dislike to accept of such surrender, and shall not make any such request for the same, as is aforesaid, then if in lieu and recompence thereof, the said A. I. his heirs, executors, administrators or assigns, or any of them, do at the end of the
same

One year now next ensuing, at the furthest within three months then next following, well & truly pay or cause to be paid unto the said R. H. his executors or assigns, at or in, &c. the sum of &c. of lawful, &c. without fraud or coven, that then, &c.

A Condition, &c. to keep Peace.

THe Condition, &c. that if, &c. B. W. at all times hereafter do well and honestly bear and behave himself as well in word as in deed towards the within-named J. R. and all his, as any honest man ought to do, and also if the same B. W. at all times hereafter do keep the, &c. in his own proper person towards the said J. R. and all his; and further if the said B. W. at no time hereafter, do vex, sue, molest or trouble, or cause to be sued, vexed, molested or troubled, the said J. in his body, goods, or otherwise, by any manner of means, for any matter, cause or thing, whatsoever it be, that then, &c.

A Condition to justify all such Actions as shall be commenced by vertue of a Letter of Attourney, and not to release, &c.

THe Condition, &c. That E. &c. W. L. his, &c. do at all times hereafter, & from time to time justify, avow, maintain & allow such actions, suits, writs, pleas, plaints, premises, condemnations, judgments, executions and demands, as the within-named E. S. his, &c. shall at any time hereafter commence, exhibit, procure or prosecute by force of a Letter of Attourney, bearing the date within-written, made from the said W. L. to the said E. S. against all or any the person or persons, or debtors therein named, their heirs, executors or administrators, for the recovery of the several sums of money, by every of them severally owing, mentioned in the

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said

said Letter of Attorney, to the only use therein specified. And do permit and suffer the said E. S. his, &c. to recover and receive all & every the said debts & sums of money, and the costs, damages, profits of sales, and other commodities and advantages, to come or grow any way by the same, to the use of the said E. S. his, &c. for ever, without account, without release, acquittance, discharge, non-sure, countermand, disavowry, retraction, or other avoiding of the same persons, summes of money, debts, lutes or other demands, accruing upon the same, without the consent of the said E. S. his, &c. first had & obtained for the same, that then, &c.

A Condition to pay money according to a Proviso in a Bill of sale.

THe Condition, &c. That whereas the within-bound R. H. by his Bill of sale, bearing date the day of the date within written, hath bargained sold and delivered in plain and open market, according to the custome of the City of London, unto the within-named T. C. three gilt bowls, weighing 60 ounces, &c. to have & to hold, with a proviso contained in the said Bill of sale, that if the said R. H. his, &c. do pay, &c. unto the said, &c. that then this, &c. as by, &c. And whereas the said T. C. doth esteem and value that the said 3 gilt bowls, &c. not to be worth the said sum of, &c. contained in the said Bill of sale; if therefore the said R. H. his, &c. do pay, &c. unto the said T. C. his, &c. the said sum of, &c. on the day, and at the place mentioned in the said Proviso, & thereby redeem the premises out of the hand and possession of the said T. C. his, &c. that then, &c.

*A Condition to do ones endeavour for the recovery of
the Debt against the Surety.*

THE Condition, &c. That whereas the above-bound
H.B. hath obtained several Judgements against M.
W. Esq; and T.B. Gent. upon one Obligation, where-
in the said T.B. and M.W. stand bound unto the said J.
H. in the sum of 215 £ with condition for payment of
xvj s. 10 sh. as by the Records remaining in the Court
of Common Pleas at Westminster may appear; If there-
fore the said J.H. his executors, administrators and as-
signes do and shall from time to time, and at every time
and times hereafter, do & use his and their best means
and endeavours, with effect by writ or writs of execu-
tion or by other writs or means, lawfully to recover and
receive of the said M.W. his heirs, executors or admi-
nistrators, or of his or their lands, tenements, goods, char-
tels or hereditaments the said sum of 215 £ and costs of
sute heretofore obtained by Judgments as aforesaid,
without releasing the said sum of money as aforesaid,
or any part thereof, except it be by agreement & con-
sent of the said H.B. his executors, administrators and
assignes or also do, and shall well and truly pay, or cause
to be paid unto the said H.B. his executors, adminis-
trators or assignes, the said sum of, &c. and costs of sute, or
so much thereof as shall be received by the said J.H. his
executors, administrators or assignes of the said M.W.
his heirs, executors or administrators, or his or their
goods, chartels, lands or tenements, upon or by reason of
the said Judgments, & that within two months, next af-
ter when they shall have received the same without
fine or coven, that men, &c.

A Condition for quiet enjoyment of a Messuage sold.

THe Condition, &c. that if the within-named J.M. his heirs and assigns, and every of them shall and may for evermore from henceforth peaceably and quietly have hold, occupy, possess and enjoy, all that messuage, tenement and lands, situate, lying & being in, &c. and every part & parcel thereof mentioned to be bargained and sold, by the within-bound R. W. to the said J.M. in and by a certain Indenture of bargain & sale, bearing date the day of the date within-written, made between the within-bound R. W. & A. his wife on the one part, and the above-named J.M. on the other part, clearly discharged, or otherwise sufficiently saved harmless, of and from all and all manner estates, titles, charges and incumbrances whatsoever, at any time heretofore had, made, committed, permitted, suffered or done by the said W. or by his means or procurements, that then, &c.

A Condition to pay a yearly sum of money for a wives Joynture during her life.

THe Condition, &c. that if the above-bound P.P. his heirs, executors, administrators or assigns, or any of them, do well and truly pay, or cause to be paid unto K. the now wife of the said T.P. for and in the name of her Joynture, yearly, and every year for and during the term of the natural life of the said K. if she shall survive and over-live the said T.P. her husband, the yearly sum of, &c. at four most usual Feasts in the year, that is to say, at, &c. by even and equal portions, the first payment thereof to begin and to be made at the Feast of the said Feasts which shall first and next happen after the death of the said T.P. if she the said K. shall be then living, and also if when any of them, the Sureties

of the said T. P. shall happen to die or depart this natural life, the said K. living, the survivor of them, within one month next after his death, shall procure one sufficient Surety to become bound with the then surviving Obligor in the like sum, and under the same condition, and so from time to time during the life of the said K. upon the sealing & delivery of every which new Bond, the former Bond to be delivered to the survivor to be cancelled, that then, &c.

A Condition to endeavour to discharge an Obligation by a day.

THE Condition, &c. That if, &c. do and shall use his best endeavour for and in discharge of one obligation, bearing date the, &c. wherein the within-named D. W. and B. B. of, &c. are and stand bound unto the said M. B. deceased, in the sum of 100*l.* for payment of 5*l.* at a day already past, and do thereof acquit and discharge the said D. W. and B. B. and either of them, their and either of their executors, administrators and assigns, of and from all actions, suits, troubles, costs and charges whatsoever, of, for and concerning the said obligation, or sums of money therein contained, that then this, &c.

A Condition reciting an absolute bargain and sale is made therefor the Indemnity of a Bond, if the money be paid upon the Bond, the Grantee is bound to re-assure.

THE Condition, &c. That whereas the within-named J. T. by his deed indented, bearing date the day of the date within written, for the indemnity, discharge and saving harmless of the within-bound Sir M. W. his heirs, executors and administrators, of, for, from & concerning one obligation, bearing date the, &c. with

written, wherein the said Sir M. W. for the only debt
of the said J. T. together with the said J. T. is bound
eth unto E. P. Esq; in the sum of, &c. with con-
dition for payment of, &c. on the, &c. next coming,
hath granted, bargained, sold and confirmed unto the
said Sir M. W. his heirs and assigns for ever, all that
Close, &c. with the appurtenances, called or known by
the name of, &c. situate, lying and being in, &c. as by
the same deed inrolled in the high Court of Chan-
cery, amongst divers other things therein contained, may
more at large appear; if therefore the said Sir M. W.
his heirs or assigns, in whom the estate of the before-
mentioned premises is or shall be vested or settled, do
and shall upon reasonable request to him or them to
be made in that behalf by the said J. T. his heirs or al-
signs, (after that the said J. T. his heirs, executors and
administrators or assigns shall have paid the said sum
and acquitted and discharged the said Sir M. W. his
heirs, executors, administrators and assigns, of and from
the said obligation, and the sum and sums of money
therein contained) at the costs and charges in the Law
of the said J. T. his heirs or assigns, re-convey and re-
assure unto the said J. T. his heirs and assigns for ever,
the said Close called, &c. with the appurtenances, with
warranty therein to be contained against the said Sir
M. W. his heirs and assigns only, so as he or they be
not compelled to travel for the making of the said as-
surance, further than the place of his or their abode &
residence at the time of such request made, thither,
&c.

A Condition, (reversing a Surrender of Land upon condition) that if the money be not paid according to the condition, the Obligor may enjoy the Lands, &c.

THE Condition, &c. That whereas the within-bound T. I. hath the day of the date within-written, surrendered into the hands of the Lord of the Mannor of H. in the County of &c. out of Court, by the hands of A. B. and C. D. two of the customary Tenants of the said Mannor, according to the custome of the said Mannor, one messuage or tenement, &c. with all and singular their and every of their appurtenances, now or late in the tenure or occupation of the said T. I. his assign or assigns, to the only use and behoof of the within-named F. A. and of his heirs and assigns for ever, according to the custome of the said Mannor; nevertheless upon condition non-payment of, &c. at or in, &c. as by the same surrender more at large appeareth; if therefore the said F. A. his heirs and assigns, and every of them, shall or may from time to time, and at all times for ever from and after default made in payment of the said sum of, &c. at the day and place appointed for payment thereof, as aforesaid, lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the same messuage or tenement, lands, and all and singular other the premises, in and by the said surrender mentioned and expressed, clearly and absolutely acquitted and discharged, or otherwise by the said T. I. and his heirs, sufficiently saved and kept harmless, of and from the Joyn-ture, dower and thirds of K. now wife of the said T. I. to be claimed or challenged, of or in the said premises, or any part thereof, and of and from all and all manner of former and other bargains, contracts, surrenders, and other charges, titles, troubles and incumbrances whatsoever, by the said T. I. his heirs and assigns, in any wise

heretofore had, made, committed, suffered or done, or to be had, made, committed, suffered or done, the rents and services to the chief Lord or Lords of the Fee thereof, and from thenceforth growing due therefore, only excepted and fore-prized, that then, &c.

A Condition that whereas one hath an Annuity issuing out of the Mannor of, &c. which said Annuity be hath released, &c. for payment of, &c.

THe Condition, &c. That whereas the within-bound J.B. hath and holdeth for the term of his natural life, of the grant of the within named R.L. one annuity or yearly rent of, &c. by the year, issuing and going out of the Mannor of, &c. and out of certain otherlands, tenements and hereditaments, in the County of, &c. as by the same grant thereof made, more at large it doth and may appear; which said annuity or yearly rent of, &c. the said J.B. by his deed indented, bearing date the day of the date of these presents, hath bargained, sold and released unto the said R.L. upon and under a certain condition in the same deed indented, expressed, as by the same also it doth and may appear; if therefore the said J.B. hath not at any time before the enfealing and delivery of the said deed indented, bargained, sold, given, granted, assigned or set over, or by any other means incumbered the said annuity or yearly rent of 100*l.* or any parcel thereof, that then, &c.

A Condition, whereas the Oblige hath owing by one a sum of money, which is to be paid to a Creditor of the Oblige, who is bound to repay within ten dayes after notice of the receipt.

The Condition, &c. That whereas the within-named J.F. hath remaining in the hands and custody of G. &c. the sum of, which sum of, &c. the said J.F. is contented at the request and desire of the within-bound J. &c. shall be paid and delivered by the said G. &c. unto one L. &c. If therefore the said, &c. his executors, administrators or assigns, do well and truly pay, or cause to be paid unto the said J.F. &c. his executors, administrators or assigns, at or in, &c. the said sum of, &c. within ten dayes next after the said J.F. his executors, administrators or assigns, shall give sufficient notice or testimony unto the said, &c. his executors, administrators or assigns from the said J. testifying that he the said L. hath received the said sum of, &c. of the said, &c. as aforesaid, without fraud or coven, that then, &c.

A Condition where a Bond is assigned, and that if the Obligors in the assigned Bond do not pay, then the Oblige in this is bound to pay, &c.

The Condition, &c. That whereas the within-bound A.B. hath by his deed in writing, bearing date, &c. assigned over unto the within-named C.D. one Obligation bearing date the, &c. wherein E.F. and G.H. stand bound unto the said A.B. in the sum of, &c. with condition of payment of, &c. on the, &c. at, &c. as by the same deed of assignment and obligation may appear, if in case the said E.F. and G.H. their executors, administrators or assigns, do
not

not pay unto the said C.D. his executors or assignes, the said sum of, &c. on or before the, &c. with such considerations as shall be therefore due; if then the said A.B. his executors, administrators or assignes, do well and truly pay, or cause to be paid unto the said C.D. his executors, administrators or assignes, on the, &c. at or in, &c. the said sum of, &c. with consideration for the same, after the rate of 8 l. per cent. to be accompted from the day of the date within-written, until such time as the same shall be fully paid, that then, &c.

A Condition upon an Attachment.

THE Condition, &c. that, whereas the above-named Sir R.L. Knight is to pay unto Sir M.R. of, &c. the sum of 150 l. of, &c. upon Bond, bearing date on or about the, &c. last past, before the day of the date above-written; and whereas the day of the date above-written, the above-bound W.S. hath attached the said sum of, &c. in the hands of the said Sir R.L. If therefore the said W.L. his executors, administrators and assigns, and every of them do and shall at all times hereafter, and from time to time, well and sufficiently save, defend, keep harmless and indemnified the said Sir R.L. his heirs, executors, administrators and assigns, & every of them, as well against the said Sir M.R. his executors, administrators and assigns, as against all and every other person and persons, for or concerning the said obligation, or any sum or sums of money therein contained, and of and from all and all manner of actions, arrests, fines, costs, losses, chattels, forfeitures, payments and detriments whatsoever, which shall or may be commenced, or happen against the said Sir R.L. his goods or chattels, for or by reason of the non-payment of the said sum of, &c. unto the said Sir M.R. his executors

executors, administrators or assigns on the said &c. in re-
gard the same is attached by the said W. S. as aforesaid,
that then, &c.

A Condition to pay Rent quarterly for certain
Rooms, &c.

THe Condition, &c. That if J. A. of, &c. the within-
bound J. P. and T. A. or any of them, their or any of
their executors, administrators or assigns, do well and
truly pay, or cause to be paid unto the within named G.
P. his executors, administrators or assigns, the yearly
sum of, &c. for those Rooms parcel of the capital Mes-
suage, scituate, &c. wherein the said J. A. now inhabi-
teth, for and during the full term of, &c. to be accom-
plished from the, &c. last past, before the date within writ-
ten, at the four most usual Feasts or Terms in the year,
that is to say, at the Feast of, &c. or within ten dayes
next ensuing every of the said Feasts, by even and
equal portions, at or in, &c. the first payment to begin
and to be made at the Feast day of, &c. next ensuing
the date within written or within ten dayes next ensu-
ing the same Feast, that then, &c.

A Condition to surrender Land to certain uses.

THe Condition, &c. That if the above-bound M. W.
S. W. and J. W. and every of them and their heirs,
do and shall at the next Court to be holden for the
Mannor of W. in the County of, &c. which shall be
after request made by the above-named A. L. her heirs
or assigns the said request being made eight dayes be-
fore any such Court be holden, surrender unto the
hands of the Lord of the said Mannor, to the only use
and behoof of the said A. L. her heirs and assigns for
ever, according to the custom of the said Mannor, all
that

that little Close or Land with the appurtenances, lying and being in a place called G. in the County of E. being Copy-hold Land of the said Mannor, the same premises being at the time of the said surrender to be made freely and clearly acquitted and discharged, of and from all former surrenders, grants and incumbrances whatsoever, that then, &c.

A Condition, that the Sheriff executing a Writ may detain out of the Goods and Lands extended, so much money, &c.

THE Condition, &c. That whereas the within-bound R.W. the day of the date hereof, hath delivered to the hands of the within-named G.M. and W.M. the Writ of Execution, for levying and extending the goods, chattels, and moyety of the lands, tenements and hereditaments of one Sir W.M. of, &c. to and for the use of the said R.W. whereby the same R. may be satisfied of the sum of 200*l.* mentioned in the said Writ, if in case the said G.M. and W.M. or either of them, do lawfully execute, or cause to be lawfully executed the said Writ, according to the nature, meaning and purport thereof, by the impannelling of twelve lawful and indifferent men to be sworn of the Contents of the said Writ, if then the said R.W. his executors and administrators, do quietly permit and suffer the said Sheriff or Under-Sheriff to have, take, receive and detain, to his and their own proper use and behoof, out of such moneys, goods or chattels, as shall be had, levied or received by vertue of the said Writ, or the execution thereof, as much in lawful money of *England*, or other benefit as they or the said Sheriff, or Under-Sheriff, or one of them

them shall think reasonable or sufficient for their satisfaction, of and for such travel, pains or charges as they shall be at in and about the execution of the said Writ and Extent thereupon to be had or made, otherwise within, &c. next after the said Writ shall be executed, and return thereof made accordingly, do pay, or cause to be paid unto the said Sheriff, or Under-Sheriff, or their Deputy or Deputies, so much lawful money of England, as they shall for the causes aforesaid reasonably demand, that then, &c.

A Condition to save harmless from a Bond of Arbitrament.

THe Condition, &c. That if the above-bound A.D. his executors and administrators, or any of them, do and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmless and indemnified the above-named G.M. his heirs, executors and administrators, and his and their lands, tenements, goods, chattels and hereditaments, of, for, from and concerning one Obligation, bearing date the day of the date above-written, wherein the said G.M. at the request of the said A.D. is and standeth bound unto R.M. Gent. in the summe of 200*l*. with condition there-under written, that the said A.D. abide the award of W.N. and T.B. Esquires, Arbitrators, and of and from all actions, suits, arrests, costs, charges and demands whatsoever, concerning the premises, without fraud or covens that then, &c.

The Condition, &c. That if the above-bound A.D. his executors and administrators, or any of them, do and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmless and indemnified the above-named G.M. his heirs, executors and administrators, and his and their lands, tenements, goods, chattels and hereditaments, of, for, from and concerning one Obligation, bearing date the day of the date above-written, wherein the said G.M. at the request of the said A.D. is and standeth bound unto R.M. Gent. in the summe of 200*l*. with condition there-under written, that the said A.D. abide the award of W.N. and T.B. Esquires, Arbitrators, and of and from all actions, suits, arrests, costs, charges and demands whatsoever, concerning the premises, without fraud or covens that then, &c.

A Condition where Purchase money is to be paid at two payments, if default be made in the first, the whole shall be paid at the second.

THE Condition, &c. That whereas in and by one pair of Indentures, bearing date the day of the date within written, made between the within named A.L. of the one party, and the within named J.I. of the other party, the said J.I. is to pay to the said A.L. the sum of 100 l. of, &c. on the, &c. at or in, &c. being the first payment of the sum of, &c. which the said J.I. is to pay unto the said A.L. for the Purchase of the Keepership, Herbage and Pannage of B. Park of, &c. in the County of, &c. as by the said Indenture may more at large appear, and if it shall happen the said J.I. his executors, administrators and assigns, to make default in payment of the said sum of 100 l. unto the said A.L. his executors, administrators or assigns, on the said, &c. next coming, contrary to the tenor of the same Indenture, then if the said J.I. his executors, administrators or assigns, do well and truly pay or cause to be paid unto the said A.L. his executor, administrators or assigns, the full sum of, &c. on the, &c. at or in, &c. without fraud or covin, that then, &c.

A Condition where money is lent upon a Bond, and the receiver of Attorney to receive the money discharges the Bond, the Obligor in this Bond is to pay, &c.

THE Condition, &c. That whereas A.B. of, &c. and C.D. of, &c. by their Obligation bearing date the, &c. in the, &c. are and stand jointly and severally bound unto E.F. &c. in the sum of, &c. for payment of,

of, &c. on the, &c. at, &c. as by the said Obligation and Condition thereupon made, more at large appeareth. And whereas J. F. by his Letter of Attorney bearing date the, &c. in the, &c. did make, ordain and constitute the within-bound P. V. his lawful Attorney, irrevocable to ask, levy, recover and receive to his own proper use and behoof, of the said A. B. and C. D. or either of them, the said sum of, &c. on the, &c. according to the tenor of the said Obligation, as by the said Letter of Attorney more at large likewise appeareth: upon which said Obligation and Letter of Attorney, the within-named H. B. hath lent unto the said P. V. the full sum of, &c. and hath assigned the said Condition over unto the said H. B. with the said Letter of Attorney so made unto the said P. V. by the said E. F. as aforesaid; if in case therefore the said sum of, &c. be not well and truly paid to the said H. B. his executors or assigns at or upon the said, &c. next ensuing the date hereof, by the said A. B. and C. D. or one of them, according to the true intent and meaning of the said recited Obligation and Condition hereof, to the proper use and behoof of the said H. B. then if the said P. V. and the within-bound M. C. or either of them, or the heirs, executors or assigns of them, or either of them, do and shall well and truly repay, or cause to be repaid unto the said H. B. his executors or assigns, the sum of, &c. on the, &c. at or in, &c. in lieu of the said, &c. so to be paid as aforesaid by the said A. B. and C. D. that then, &c.

A Condition that the Obligor shall pay, &c. within three months next after default of payment made by another.

THE Condition, &c. That whereas Sir F.C. of, &c. Knight, by his Obligation, bearing date the day of the date above-written, is and standeth bound unto the above-named R.N. in the sum of, &c. for the true payment of, &c. on the, &c. next ensuing the date above-written; at or in, &c. as by the same Obligation may appear; and forasmuch as the said R.N. hath credited the said F.C. for the said sum of, &c. at the request of the above-bound A.M. and upon his the said A.M.'s promise, and undertaking to pay unto the said R.N. his executors, administrators or assigns, the said sum of, &c. within three months next after the day of, &c. with consideration for the forbearance thereof, after the rate of 8 l. per cent. (in case the said Sir F.C. his executors, administrators or assigns, do not pay the said, &c. on the said, &c. next coming) if therefore the said F.C. his executors, administrators or assigns, do not well and truly pay, or cause to be paid unto the said R.N. his executors, administrators or assigns, the said sum of, &c. on the said, &c. next following, and at the place of payment aforesaid, then if the said A.M. his executors, administrators or assigns, do not well and truly pay, or cause to be paid unto the said R.N. his executors, administrators or assigns, the said sum of, &c. on the said, &c. then next ensuing, and at the place and payment aforesaid, he the said R.N. his executors, administrators or assigns, upon the payment or receipt thereof, delivering up unto the said A.M. his executors, administrators or assigns, the said Obligation, wherein
the

he said F.B. standeth bound unto him, as aforesaid,
that then, &c.

A Condition that if the Obligee do not receive the sum of, &c. of the, &c. according to a Letter of Attorney, then the obligator to pay the said sum in the, &c. next after.

THE Condition, &c. That whereas the above-bound T. P. hath by Deed or Letter of Attorney, bearing date the day of the date above written, authorized and appointed the above-named G. M. to ask and receive, of and from the Commissioners appointed for the payment of moneys to Souldiers, the full sum of 17 l. of, &c. as by the same Letter of Attorney may at large appear; if therefore the said G. M. his executors, administrators or assigns, shall not receive the said sum of 17 l. from the said Commissioners, on or before the, &c. next ensuing the date within-written, then if the said T. P. his executors, administrators or assigns, do well and truly pay, or cause to be paid unto the said G. M. his executors, administrators or assigns, the said sum of 17 l. &c. on the, &c. next ensuing the date above-written, at, &c. without fraud or coven, that then, &c.

A Condition where a Letter of Attorney is recited, he to whom it is made, is bound not to prosecute any sute against the persons in the Letter of Attorney mentioned, on or before, &c.

THE Condition, &c. That whereas the above-named H. H. by his Deed or Letter of Attorney bearing date the day of the date above-written, hath authorized the above-bound T. K. to be his true and lawful Attorney, to obtain, ~~the~~ ^{the} same and

take, of and from the said Sir I. W. Knight, and T. M. Esq; their heirs, executors, administrators or assigns, all that sum of 200 l. due by obligation, and a Judgment of 260 l. thereupon recovered in the Court of the Upper Bench at *Westminster*, in which obligation the said T. M. T. S. and the said I. S. stand bound to T. H. widow, lately deceased, in the sum of 200 l. as by the same Deed or Letter of Attorney, amongst divers clauses and things therein contained, may more at large appear; if therefore the said T. K. his executors, administrators or assigns, or any of them, do not or shall not, from henceforth at any time or times hereafter, before the 12 day of *December*, next ensuing the date above-written, prosecute or sue forth, or cause to be prosecuted or sued forth, any Writ or Writs, or other process or proceedings whatsoever, against the said T. M. his executors, administrators or assigns, for, concerning, or by reason of the said recited obligation or Judgment, or either of them, nor do or assent unto any other act or acts, device or devices whatsoever, whereby or by reason whereof the said T. M. his heirs, executors, administrators or assigns, or his or their Lands, Tenements, Goods or Chattels, may in any wise be prejudiced, troubled or vexed, except it be by and with the assent, consent and agreement of the said H. H. his executors, administrators or assigns in that behalf first had and obtained in writing under his hand and seal, that then, &c.

A Condition for payment of money within ten days next after delivery of assurance of Land.

THE Condition, &c. That if the within-bound K. T. his heirs, executors, administrators or assigns,

signs, or any of them, do pay, or cause to be paid, unto the within-named H. E. the full summe of 100 l. within ten dayes next after that he the said H. E. or his heirs, shall make and delivers or cause to be made and delivered unto the said I. T. or his heirs, a good, perfect and lawful assurance in the Law, in Fee-simple, of and in certain Lands, Teneiments and Hereditaments lying and being in D. or elsewhere in the County of S. amounting in the whole to the yearly value of 40 l. according to the tenor and plain meaning of certain Articles indented, bearing date the day of the date of these presents, made between the said H. E. of the one party, and the said I. T. of the other party, that then, &c.

A Condition to procure one to seal the Counterpart of an Indenture.

THE Condition, &c. That if I. I. Son of the above-bound R. I. do and shall, when she shall accomplish the full Age of Twenty one years, upon request to him made, sign and deliver, as his act and deed, unto the use of the within-named G. C. and H. C. the Counterpart of one Indenture bearing date, &c. made between, &c. and the said Counterpart being so sealed and signed, as aforesaid, shall deliver or cause to be delivered, unto the said G. C. his, &c. safe, wholes uncanceled and undefaced, that then, &c.

A Condition to permit the Obligee to receive Rents and Tythes to his own house.

THE Condition, &c. That if the within-named N. B. his executors, administrators or assigns, shall and may at all times hereafter, and from time

to time, ask, collect, gather, perceive, receive, take, keep and enjoy to his and their own only use and behoof, all and all manner of rents, issues, tythes, fruits, obligations, obventions, offerings, profits, commodities and advantages whatsoever they be, and of what quality, nature, kind or condition the same be, now belonging or appertaining, and now being due, or which hereafter shall belong, appertain, grow or become due to W. A. Clerk, as Parson of the Parish-Church of, &c. out of or belonging to the Parsonage of, &c. or any parcel thereof, of all and every person or persons whatsoever, for and during so long time as the said W. A. shall be, or of right ought to be Parson of the Parsonage aforesaid, and also all and singular arrerages of the premisses, without let, interruption or disturbance of the withinholden R. his executors, administrators or assigns, or of any other person or persons, claiming by, of or from the said R. or by his assent, means or procurement; and also, if neither the said R. at any time heretofore hath released, nor that he, his executors nor administrators, at any time hereafter shall release, acquit or discharge the said W. A. his executors or administrators, of or concerning any Bond, Covenant, Authority, Contract or Agreement, heretofore had or made by the said W. A. to the said N. and R. touching or concerning the premisses, or any of them, nor do any act or acts, whereby or by reason whereof, the same obligations, bonds, writings, covenants, authority, contract or agreement, or any of them, shall in any wise be made frustrate or void; and also if the said R. do permit and suffer the said N. to have, take and enjoy to his and their own use, the whole profit, benefit, advantage and commodity, which shall or may arise or grow, for, upon or by reason of the said obligations, bonds, writings, cove-
nants

nants, authority, contract or agreement, or any of them, that then, &c.

A Condition to assure the moiety of such Lands as shall be recovered at Law.

THE Condition, &c. That whereas the within-bound T. H. pretended title to certain Lands, Tenements and Hereditaments, situate, lying and being in H. S. M.B. and A. or in any of them, in the County of G. which late were of the inheritance of J. H. deceased, and from him the said T. H. by I. B. and others unjustly with-holden, for a recovery whereof the within-named H. C. hath promised to do as much as in him shall lawfully lie and be, and to be and remain, for and on the behalf of the said T. H. &c. if therefore the said T. H. and his heirs, do within, &c. next after the obtaining and recovery of the said Lands, Tenements and Hereditaments, or any parcel thereof; and he the said T. or his assigns, shall or may be in quiet possession thereof, and upon the requests, and at the costs and charges in the Law of the said H. C. his heirs or assigns, make or cause to be made to the said H. C. his heirs or assigns, to the only use and behoof of the same H. his heirs and assigns, good, lawful, and sufficient conveyance and assurance in the Law in Fee-simple, of and in the moiety and one half of the said Lands, or of so much thereof, as from time to time shall happen to be obtained or recovered, and of and in the arrerages of the same moiety, and one half of the premises, in such manner and form, as by the Council learned in the Law, of the said H. C. his heirs or assigns, shall be reasonably advised or devised, clearly discharged of all and all manner of bargains, sales, charges and incumbrances whatsoever, had, made, committed

or done, to be had, made, committed or done by the said T. or by any other, by his assent, means, interest, title or procurement, that then, &c.

A Condition to save one harmless from all debts that may be duly demanded as Executor of, &c. and also that one shall seal a Release, when she comes to the Age of, &c.

THE Condition, &c. That if the above-bound E. T. and W. T. their executors, administrators or assigns, or any of them, do and shall at any time hereafter, and from time to time, clearly acquit, exonerate and discharge, or otherwise well and sufficiently save and keep harmless and indemnified the above-named I. E. his heirs, executors and administrators, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of and from all debts, duties, bills, bonds, specialties, and demands whatsoever, which at any time and times hereafter, shall and may be duly and lawfully demanded or recovered, of or from the said I. B. his heirs, executors and administrators, by any person or persons whatsoever, for or by reason of any reckoning, duty, specialty, debt or demand whatsoever, due, owing or payable by the above-named R. T. deceased, to any person or persons whatsoever, and also of and from all costs, charges, sutes, arrests, judgments, executions and demands whatsoever, which shall or may happen, come, grow, to be unto or against the said I. B. his executors, administrators, or any of them, for, upon or by reason thereof; and also if A. T. daughter of the said E. T. and such persons as she shall intermarry withall, within one Month next after she the said A. shall be lawfully Married, or shall accomplish her full Age of Twenty one

one year, which shall first or next happen, do and shall make, seal and deliver, as his, her, or their act and deed, a good, sufficient and lawful acquittance, discharge and release, under his, her, or their hands and seals, unto the said I. B. his executors and administrators, of, for, or concerning all sum and sums of money, gifts, legacies, bequeaths and demands whatsoever, given and bequeathed unto the said A. in and by the last Will and Testament of the said R. T. the same release to be made in such manner and form, as by the said I. B. his executors or administrators, or his or their Council shall be reasonably devised or required, that them &c.

A Condition for payment of all such monies as one late deceased, did owe to any person or persons whatsoever.

THE Condition, &c. That if the above-bound B. R. his executors, administrators or assigns, do and shall from time to time, and at all times hereafter well and truly pay, or cause to be paid unto all and every person and persons whatsoever, all and every such debts, duties, reckonings, sum and sums of money, and demands whatsoever, as shall be justly and truly due and owing unto them, or any of them, by R. P. Esq; deceased, so as the said debts due by the said R. P. and to be paid by the said B. R. do not extend to more than the sum of 742 l. of, &c. which the said S. B. and F. P. have the day of the date hereof paid and delivered to the said B. R. according to an Order of the eighth day of this instant *July*; made in the High Court of Chancery, and do and shall also from time to time, and at all times hereafter well and sufficiently save and keep harmless and indemnified the said Sir B. B. and F. B. and either of

them, their and either of their heirs, executors and administrators, and his, their and every of their goods, chattels, lands, tenements and hereditaments, and every of them, against all and every person and persons whatsoever, of, for, touching and concerning all, every or any the debts, duties and demands whatsoever, due or payable by the said R. P. to any person or persons aforesaid, without fraud or coven, that, &c.

*A Condition from a Goaler to an Under-Sheriff,
for saving harmless.*

THE Condition, &c. That if the above-bouden A. B. Deputy Goaler, to T. T. Servant to, &c. do from time to time receive and take into his ward and custody, within the Goal at the Castle of Lancaster, in the County of Lancaster aforesaid, all such person and persons, prisoner and prisoners, which shall fortune to be committed or sent to the said Goal, or committed to the ward and custody of the said Goaler, by the said Sheriff or his Deputy, or by any Justice or Justices of Peace, or by any other having lawful authority to commit persons or prisoners to the said Goal, and the same person or prisoners so committed, as aforesaid, do well and truly, duly and sufficiently by his own proper person, or by his sufficient Deputy or Deputies, so keep, that the said Sheriff, his heirs and executors, all the lands, tenements, goods and chattels of the said Sheriff, be saved harmless from all losses, penalties, amerciaments and damages whatsoever, as well against the Commonwealth of England, as also against all other person and persons, of, for and concerning the custody and keeping of the said Goal and prisoners within the said Castle of Lancaster, or elsewhere in the said

said County of, &c. and likewise do discharge, save, and keep harmless the said Sheriff, his heirs and executors, and all those his lands, tenements, goods and chattels, from time to time, and at all times hereafter, of and from all and every escape and escapes, as well of convict persons, Reprieves and Felons, and of all other persons now committed, for any contempts, condemnations, trespasses or misdemeanors, which may happen, or chance hereafter to be committed to the said Goal, for any the causes aforesaid, during the time the said A. B. shall be Deputy or Goaler to the said T. T. and the said T. T. continue Sheriff; and likewise that if the said A. B. or any other by his consent, privity or appointment in any wise, let to bail or mainprize, any prisoner or prisoners to him committed, as aforesaid, notailable by the Laws of the Realm, without the special commandment or appointment of the said Sheriff, and if the said A. B. or his sufficient Deputy, be ready to give his attendance upon the said Sheriff, and his Deputy, at all times necessary and convenient, and all and every lawful thing and things, that he shall be required to do by the said Sheriff or his Deputy, touching or concerning the, &c. affairs and business wherewith the said Sheriff is or shall be charged or employed in or about the keeping of the said Goal or Prison, that then, &c.

*A Condition for the peaceable and quiet receiving of
Rent reserved in a Demise.*

THE Condition, &c. That whereas the within-named T. B. and K. B. by their Deed indented, dated the, &c. have demised, granted, set and to farm let unto, &c. one Messuage or Tenement, &c. with all, &c. in the County of, &c. for the term of

of &c. from thence next ensuing, and fully to be completed and ended, for the yearly rent and summe of, &c. of lawful money of *England*, payable as by the same Deed indented, amongst divers other Covenants, Grants, Articles and Agreements therein contained, more plainly appear; if therefore the within-named B. K. his executors, administrators and assigns, shall and may peaceably and quietly have, receive, perceive, take, hold and enjoy the said yearly rent or summe of, &c. and other the premises before in these presents recited, to his and their own only use and behoof, during the natural life of the said K. without any lawful let, sute, trouble, denial, eviction or disturbance of the said K. or of any other person or persons, by her means, assent, consent, right or procurement, that then, &c.

A Release of Recognizance assigned to one.

TO all Christian people, &c. P. H. of London Merchant, stranger, sendeth greeting in our Lord God everlasting, That whereas the Right Honourable W. Earl of *Dorby*, Lord *Stanley*, Lord of *Man* and the *Isles*, *T. Ireland* of *Graves Inn* in the County of *Middlesex* Esq; H. C. of *Knowsley* in the County of *Lancaster* Gent. and H. Adys of *Button* in the County of *Dorset* Gent. by other writing of Recognizance or Statute staple, bearing date the sixth day of *July*, &c. taken and acknowledged before Sir I. P. Knight, Lord Chief Justice of *England*, stand bound to *Peter H.* Citizen and Alderman of *London* in 300 l. of, &c. payable, as in and by the same writing of recognizance or statute more at large doth appear; and whereas the said *Peter H.* by his sufficient Deed or Assignment in writing, bearing date the

five and twentieth day of, &c. in the, &c. did for divers and certain considerations him thereunto especially moving, grant, assign, and let over unto me the said P. *Pandoor*, as well the said recognizance or statute, and the said debt of 3200 l. and all his said right, title and interest, which he the said *Peter Houghton* then had, or ought to have had in and to the same, to have and to hold the said recognizance or statute, and the said debt of 3200 l. aforesaid, and all his said right, title and interest in and to the same, unto the said P. V. my executors and assigns, as our own proper goods and chattels for ever, as by the said assignment amongst other covenants and clauses therein contained, more fully and at large it doth and may appear. Now know ye, That I the said P. V. for divers good causes and considerations me hereunto especially moving, have remised, released and quit-claimed, and by these presents for me, my executors, administrators and assigns, and every of us, do remise, release, and for ever quit-claim unto the said *Henry Adys*, his heirs, executors, administrators and assigns, and every of them, the recognizance or statute aforesaid, and the penalty and forfeiture thereof, and also all and all manner of actions; arrests, extents, judgments, executions, condemnations, Liberates, seizures, debts and demands whatsoever, which I the said P. V. or the said P. H. or either of us now have, shall, may, might, or ought to have against the said H. *Adys*, his heirs, executors, administrators and assigns, or any of them, or his, their or any of their lands, tenements, goods or chattels, for or by reason of the said recognizance or statute, or of the penalty or forfeiture thereof in any wise: so that neither I the said P. V. nor the said P. H. our executors, administrators or assigns, nor any of us, any action, arrest, extent, judgment, execution, condemnation, Liberate, seizure, debt or demand

demand, upon the said recognizance or statute, shall or may from henceforth commence, prosecute or pursue against the said H. Adys, his heirs, executors, administrators or assigns, or any of their Lands, Tenements, Goods or Chattels, but shall be thereof utterly debarred and excluded for ever by these presents. In witness, &c.

A Letter of Attorney to take possession, and to deliver a Lease upon the ground.

BE it known unto all men by these presents, That I W. D. of, &c. have made, ordained, constituted and authorized, and in my place and stead by these presents, have put my well-beloved Friend I. D. of, &c. my true, sufficient and lawful Attorney, for me and in my name, and to the use and behoof of me the said W. D. my heirs and assigns, to enter into all the Mannor of, &c. with all and singular the appurtenances, situate and being in K. in the County of S. and now or late in the tenure or occupation of I. A. or of his assigns, and peaceable and quiet possession and seizin thereof, for me and in my name to take, and as my deed deliver unto one E. B. upon the premisses, or some part thereof, one Indenture bearing date with these presents, made by me the said W. D. to the said E. B. mentioning a demise of the premisses, for term of, &c. from the Feast of, &c. last past, then next ensuing, and fully to be compleat and ended, under the yearly rent of, &c. unto which said Indenture I have subscribed my name with my own hand, and sealed with my seal, and delivered the same as my Escrowe unto the said I. D. to be delivered as my deed upon the premisses, or some part thereof, after an entry made by him the said I. D. into the premisses, or some part

part thereof, in the name of the whole, and all and every other thing requisite and necessary to be done, in or concerning the premisses, for me and in my name, to do as fully and effectually, and in as large and ample manner and form, to all intents and purposes, as I my self might or ought to do, if I were then and there personally present. And I shall and will ratifie, allow and confirm all, and whatsoever my said Attorney shall do, or cause to be done in or about the premisses by these presents. In witness, &c.

*A Letter of Attorney to take possession of the Lands,
and the same Lands to demise, survey or sell,
and to receive, &c.*

TO all, &c. R. E. of, &c. G. M. of, &c. and H. L. of, &c. send greeting: Know ye, That we the said R. E. G. M. and H. L. for divers good causes and considerations in that behalf moving, have made, ordained, constituted, and in our stead and places by these presents, have put and authorized our servants R. N. and H. B. Gent. and either of them, our true, sufficient and lawful Attornies, for us, and in our names, and to the use & behoof of us the said R. E. &c. to enter into all those the Mannors of, &c. with their rights, members and appurtenances in the County of, &c. and into the advowsons of or belonging to the same, or any of them, and into every part and parcel thereof, and the said Mannors, and every or any of them, for us and in our names, to survey, and we do by these presents give full power and authority to the said R. N. and H. B. and either of them, to be our steward or stewards of the said Mannors, and every of them, and to keep such Court and Courts of Survey, and other Court-leets with

and Law-dayes of and upon the same Mannors or any of them, as to our said Attorney, or either of them, or such other as they or either of them shall appoint, shall be thought fitting, and the same Mannors, and every or any of them, for us, and in our names, to bargain, sell, lease or grant to such person and persons and for such estate for life, inheritance or otherwise, and for such sum and sums of money, as our said Attorneys, and either of them, shall be thought fit and requisite, to the uttermost and best commodity and profit of us the said R. E. G. M. and H. L. and the Deed and Deeds of the same grants and estates, so to be made for us, and in our names, to seal, and as our Deeds to deliver unto the parties to whom the same shall be so made, or to any other to their use or uses, and the Counterparts of the same, for us and in our name, to accept and receive, and also all such fines, and other summe and summes of money, as shall grow due to the same, for us, and in our names, and to the use of the said R. E. G. M. and H. L. to accept, receive and take, and upon the receipt thereof, any acquittances or discharges for us and in our names, to make, seal and deliver, and also for us and in our names, and to the use of the said R. E. G. M. and H. L. to collect, gather, receive and take all such rents, duties, heriots, arrerages of rents and profits of Courts as are already, or shall be due or payable, for, out, of or concerning the premisses, or any of them, giving and granting unto our said Attornies, and to either of them, our full power or lawful authority in, touching and concerning the premisses, to do, execute, proceed and finish in all things, in as large and ample manner and form, as we the said R. E. W. M. and H. L. or any of us, might or ought to do, if we or any of us were then present, and ratifying and

allowing whatsoever our said Attornies, or either of them shall do in the premises, or any of them, according to the intent of these presents. In witness, &c.

*A Letter of Attorney of a Bond, for performance of
Covenants of an Indenture of Lease.*

TO all, &c. I I. K. of, &c. send greeting : Whereas I. B. of, &c. M. A. of, &c. by their obligation bearing date the, &c. are and stand bound unto me the said I. K. in the sum of, &c. with condition thereupon endorsed for the true performance of the Covenants, Rents and payments, mentioned and contained in and by one pair of Indentures of Lease, bearing date the day of the date of the said obligation, made between the said I. K. of the one part, and the said L. B. of the other part, as by the same obligation and condition may appear. Now know ye, That I the said I. K. for divers good causes and considerations me hereunto especially moving, have given, granted, assigned and set over, and by these presents do give, grant, assign and set over unto I. C. of, &c. his executors, administrators and assigns, as well the said recited obligation and sums of money therein contained, as all my right, action and demand in and to the same, giving, and by these presents granting unto the said I. C. his executors, administrators and assigns, full power and authority, from time to time, and at all and every time and times hereafter, from and after breach made, and non-performance of the Covenants, Grants, Articles, payments or agreements, which on the part and behalf of the said L. B. are or ought to be observed, performed, fulfilled, paid and kept, mentioned and contained in and by the said Indenture of Lease,
or

for me and in my name, nevertheless to the only use and behoof of the said I. C. his executors, administrators and assigns, to sue, arrest, implead and imprison, and at his and their will and pleasure, out of prison again to deliver and release the said L. B. and M. A. and either of them, their and either of their executors, administrators and assigns, for the breach or non-performance of any the Covenants, and all and every sum and sums of money recovered upon or by reason of the said recited obligation; to detain and keep to the only proper use and behoof of the said I. C. his executors, administrators and assigns, without any account therefore to be rendred, or for any part thereof, and I. &c. shall and will ratifie, allow and maintain all and whatsoever the said I. C. his executors or assigns shall do or cause to be done in or about the premises; and I the said I. K. for me, my executors and administrators, do covenant, promise and grant to and with the said I. C. his executors, administrators or assigns, by these presents, that neither I the said I. K. my executors or administrators, have released the said obligation, or any sum of money therein contained, nor shall or will acquit, release, or otherwise discharge the same, or any the Obligors therein mentioned, their executors, administrators, or either of them, without the special licence, consent and agreement of the said I. C. his executors or assigns, in that behalf first had and obtained. In witness, &c.

A Letter of Attorney to receive Rent when it shall grow due.

BE it known unto all men by these presents, That I T. B. of, &c. for divers good causes and
con;

considerations me moving, have made constituted and appointed, and by these presents do make, ordain, constitute and appoint R. R. of, &c. my true, sufficient and lawful Attorney and assign, for me and in my name, nevertheless to the only use and behoof of the said R. R. to demand, collect and receive of W. R. A. H. and I. D. all that sum of, &c. and of W. T. all that summe of, &c. which said summe of &c. will be due and payable unto me the said T. B. for one half years rent at, &c. next ensuing the date of these presents, for lands by them holden of me, lying and being in M. aforesaid, giving, and by these presents granting unto my said Attorney, full power and authority, for me and in my name to take and receive the said summs of, &c. due to me, as aforesaid, and the same so had and received, to detain and keep to his own proper use, without any accompt therefore to be rendred unto the said T. B. my heirs or assigns, and also upon the receipt thereof, to deliver unto them an acquittance in my name, testifying the receipt thereof; and I shall and will ratifie, allow and confirm all, and whatsoever my said Attorney shall do or cause to be done, in or about the premises, by these presents. In Witness whereof, &c.

*A Letter of Attorney to take possession of a Messuage, &c.
from the Sheriff taken upon an Extent.*

TO all, &c. I Sir T. B. of, &c. send greeting.
Know ye that I the said T. B. have made, ordained, constituted, authorized and appointed, and by these presents do make, ordain, constitute, authorize and appoint T. W. and H. D. of, &c. or either of them, my true and lawful Attorneys or Attorneys, joynly or severally for me and in my name,

to take and receive of the now Sheriff of the County of Y. peaceable and quiet possession as well of and in one capital messuage, &c. as of and in, &c. all and singular which said lands and premises were lately be-
 longing unto I. B. Gent. and which the said now Sheriff hath intended by vertue of a Writ of Ex-
 tent, to him directed upon a Statute of 200 l. re-
 cognized and entered into by the said I. B. unto
 me the said T. B. giving, and by these presents
 granting unto my said Attorneys, or either of them,
 full power and authority, for me and in my name, to
 do, execute, accomplish and finish all and whatsoever
 shall be needful and necessary to be done, in or
 about the premises by these presents. And I shall and
 will ratifie, allow and confirm all and whatsoever my
 said Attorneys, or either of them shall do or cause to
 be done, in or about the premises, by these presents,
 as if I my self were then and there personally present.
 In-witnesse, &c.

*A Letter of Attorney to receive a Legacy, and the same
 to pay in discharge of a Bond.*

TO all, &c. I R. F. of, &c. send greeting. Whereas
 as R. B. and R. M. of, &c. together with me, &c.
 by one obligation, &c. (general words of the reci-
 tal of the bond) now know ye that I the said R. D.
 for the indemnity and saving harmlesse of the said
 R. B. and R. M. and either of them, their and either
 of their executors, and administrators, and assigns, of
 and from the payment of the said sum of, &c. unto
 the said T. G. his executors, administrators and
 assigns, on the said, &c. next coming, and at the
 place of payment aforesaid, have made, ordained,
 constituted, authorized and appointed, and by these
 presents do make, ordain, constitute, authorize
 and

and appoint, the said W. M. his executors, administrators, and assigns, my true and lawful Attorney for me and in my name or names of me the said R. B. my executors, administrators and assigns, to demand, ask, levy, recover, and receive of M. B. of, &c. I. T. of, &c. and G. I. of, &c. or any of them, their or any of their executors, administrators or assigns, the full summe of, &c. parcel of such summe of money as is or shall be due and payable unto me, as a legacy given unto me, in and by the last Will and Testament of W. B. my Father, late of, &c. Esquire deceased, and upon the receipt of the said summe of, &c. to give and to deliver unto them the said, &c. or some or one of them, their executors or assigns, one acquittance bearing date the day of the date thereof, made, sealed and delivered by me to their use, testifying the receipt thereof, and the said summe of, &c. had and received, as aforesaid, thereout to satisfy and pay unto the said T. C. his executors, administrators, and assigns, the said summe of, &c. on the said, &c. in discharge of the recited obligation, and the remainder of the same to detain and keep to the only use and behoof of me the said R. B. my executors, administrators and assigns, and thereof be accountable, giving and by these presents granting unto the said R. M. his executors, administrators and assigns, full power and lawful authority, for me in and in my name, stead and place to do or cause to be done, all and every such act and acts, thing and things, as he or they shall think meet or requisite to be done concerning the premises. by these presents, as if I my self were then and there personally present. And I shall and will ratifie, allow and maintain all and whatsoever the said R. M. his executors or assigns, shall lawfully do or cause to be done in or

about the premises by these presents. In witnesse,
&c.

*A Letter of Atturney to make leases of Lands, and to
make sale of woods and Goods, and to make a Grants
of a Sewardship during pleasure.*

TO all, &c. E. M. of, &c. and wife of me the said
E. Daughter and heir of, &c. and sole Executrix
of the last Will and Testament of T. S. Esquire
deceased, send greeting in our Lord God
everlasting. Know ye, that we the said E. and M.
for divers good and reasonable causes and considerations
especially moving have given and granted, and by these
presents do give and grant unto our very trusty and
well-beloved friend I. T. of, &c. the office of the Stewardship
of all those our Mannors, Lordships, Lands, Tenements
and Hereditaments, within the Counties of, &c. late the
Lands and Tenements of the said T. S. and him the said I. T.
Steward of the said Mannors, Lands and Tenements, do
by these presents nominate, appoint, make, create and
constitute, to have, exercise, use and hold, the said
office, with the appurtenances unto the said I. T. for
and during our will and pleasure, and we do by these
presents further give and grant unto the said I. T. full
power, liberty, license, and authority, for us and in our
names, not only to demise, grant, let and to set out by
Copy or Court-Roll, according to the customes of the
said Mannors respectively to such person or persons, in
fee-simple, fee-tail or term of life, lives or years, and
for such fines, rents and services, as to the said I. T.
shall be thought meet and convenient, all such copy-hold
and customary lands of the said mannors, or any part
or parcel thereof, which now are demisable or
grantable

grantable, or lawfully may be demised, granted or let out, within the said Mannors, or any of them, but also to do, perform, execute, use and accomplish all and every other acts, things, demise or master, which any Steward or Stewards of the premisses, or any of them, at any time heretofore might or could do, or which we may or can in any wise licence or authorize the said I. D. or give commission or power unto him, to do, execute, perform or undergo. And furthermore we the said E. and M. for divers good considerations, and upon mature advice and deliberation, have given and granted, and by these presents do give and grant unto the said I. T. and our trusty servants, I. E. and C. B. or to two of them, whereof the said I. T. to be one, full power, liberty, licence and authority, for us and in our names by writing indented or otherwise, to demise, grant, let and to let out, for life, lives or years, all and singular the said lands, tenements and hereditaments, or any part or parcel thereof, to such person or persons, and for such summe and summes of money, and for such rents and services, and with and under such covenants, conditions, limitations, articles and agreements, in such manner, order, form and sort, as to the discretion of them the said I. T. I. E. and C. B. or two of them, whereof the said I. T. to be one, shall seem meet and convenient, and also to grant, bargain and sell the woods, trees and underwoods of the premisses and every or any part and parcel thereof, and to grant, bargain and sell all such goods, chattels and substance, which we or either of us have, or ought by any means or title to have within the said Counties, to such person or persons, and for such summe and summes of money, and in such manner and form as to the said I. T. I. E. and C. B. or two of them,

whereof the said J. T. to be one shall be thought good and reasonable. And moreover we the said E. and M. have named, appointed, ordained and constituted the said J. T. &c. or two of them, whereof the said J. T. to be one, our true and lawful Attorneys, to ask, demand, recover, levy, receive, and gather in our names and to our use, not only all such rents, and arrerages of rents, debts, duties and services, that by any means, degree or sort, are due and payable unto us, or either of us, or that we ought or should have of any person or persons within the said Counties, and in our names, or in the name of either of us, as the case shall require, to sue, arrest and implead such of the said persons as will not make payment of the said rents, services, debts, and duties, and of every of them, and to sue execution upon any condemnation in that behalf, and also in our and either of our names, to make, seal and deliver releases, acquittances, or other discharges, of or for the said rents, debts, duties, and services, in every or any of them, to any person or persons, in such manner, sort and form, as to the said J. T. &c. or to two of them, whereof, &c. shall be thought meet and convenient, and whatsoever the said J. T. shall do in, &c. for or touching the demising, granting or letting out of the said Copy hold or customary Lands, as a Steward of the premises aforesaid, and whatsoever the said J. T. &c. or any two of them, whereof, &c. to be one, shall do, use or cause to be done, in, for or touching any other thing or matter before mentioned, we do by these presents grant and promise, for us, our heirs, executors and administrators, to establish, ratifie, confirm, stand to, allow, avow, as fully and as perfectly to all intents, constructions and purposes, as though the same were done by us
our

our selves actually in our proper persons. In witness,
 &c.

*A warrant for an Attorney to confess a Judgment,
 in case satisfaction be not made by
 a certain day.*

M After *Barnet*, Whereas I E. F. Esquire, toge-
 ther with C. D. &c. am and stand bound by
 obligation in the summe and penalty of, &c. condi-
 tioned for payment of, &c. at a certain day long
 since past, if in case I the said E. F. my, &c. do not
 well and truly satisfie and pay, or cause to be paid
 unto the said G. B. his, &c. all such summe or summes
 of money as shall be due to him upon the said last
 recited obligation, on or before the, &c. next en-
 suing the date hereof, then the said E. F. do hereby
 give warrant and authority, unto you the said R. B.
 or any other of the Attorneys of the Court of the
 Kings Bench at *westminster*, to appear for me in the
 said Court of the Kings Bench at *westminster*, unto
 an action or sute there to be brought or commenced
 against me the said E. F. by the said G. B. his, &c. up-
 on the said obligation, and to acknowledge and con-
 fess a Judgment upon the same obligation in *Micha-*
elmas Term next ensuing the date hereof: and this
 shall be your sufficient Warrant for the same. In wit-
 ness, &c.

To T. S. and R. B. Attorneys in the Court of the Kings
Bench at Westminster, jointly and severally,
and to any other Attorney of the
said Court.

W Hereas I A. B. of, &c. do stand bounden by
obligation, bearing date the day of the date
hereof, unto C. D. &c. in the sum of, &c. conditioned
for the payment of, &c. on the, &c. next ensuing, &c.
as by the same, &c. Now I do hereby authorize the
said Attorneys or either of them, to appear for me,
and to accept and take a Declaration on the said obli-
gation, and to plead *non sum informatus* to the same.
And I do agree, that if the said, &c. be not paid ac-
cording to the tenor of the condition of the said, &c.
then judgment is to be entred, then as now for the
said, &c. and I do also hereby release unto the said
C. D. all error and errors touching the said judgment
and proceeding thereupon to be had. And I will not
release or revoke the authority and power hereby gi-
ven to my said Attorney. In witness, &c.

A Release of an Extent by an Administratrix.

R Eceived by me Grace H. Widow, administ-
rix as well of the goods and chattels of *William
Blishe*, Gent. as of E. T. Spinster deceased, the
summe of, &c. of, &c. being the consideration money
which the said H. H. payeth to me for the vacuating
and discharging of an Extent upon a statute of, &c.
heretofore acknowledged and entred into by I. D.
Gent. unto the said W. S. and also for the buying
in and compounding of the said Extents, by virtue
or colour of the said statute, and also for all my in-
terest

cerest and demand in the same Statute and extent, of which said summe of, &c. I do hereby acknowledge the receipt, and by these presents do for me, my executors and administrators, remise, release, and for ever quit claim unto the said I. D. the said Statute and extent, or all manner of proecesse or proceeding whatsoever, occasioned by reason of the said extent. In witness, &c.

A Release of a Bond, it being lost.

TO all Christian people, &c. I. M. Longon of, &c. send greeting &c. Whereas R. L. S. L. and T. W. by their obligation, bearing date (recite the Bond) as by the same obligation appeareth: and forasmuch as the said summe of, &c. together with all such summand sums of money as are due for the interest and forbearance, are and is well and truly satisfied and paid unto me the said M. L. in full discharge of the said recited obligation, which said obligation is lost and cannot be found, Now know all men by these presents, that I the said M. M. have remised, released and quit claimed, and do hereby for me, my executors and administrators, remise, release, and for ever quit claim unto the said R. L. S. L. and T. W. and every of them, their and every of their executors, administrators and assigns, and every of them, as well the recited obligation, and all such summes of money as are therein mentioned, to be due and payable unto me the said M. L. my executors, administrators or assigns, as also all and all manner of actions and lures, cause and causes of actions and suits, accompts, debts, reckonings, summe and sums of money, judgments, executions and demands whatsoever, which I the said M. L.

I. ever had, now have, or that I, my executors administrators or assigns, or any of us in time to come, can or may have, to, for or against the said R. L. S. L. and T. W. or any of them, their or any of their executors, administrators or assigns, for or by reason of the said recited obligation, or any other matter, cause or thing whatsoever, concerning the premises, from the beginning of the world until the day of the date hereof. And I the said M. L. do for me my executors, administrators or assigns, covenant, promise and agree, to and with the said R. L. S. L. and T. W. and every of them severally, their and every of their several, &c. and to and with every of them by these presents, that if I the said M. L. my executors or assigns, or any of us at any time or times hereafter, do find, or can have or obtain the said recited obligation, being lost as aforelaid, then I the said M. L. my executors, administrators or assigns, or some of us, shall and will within two months next after the said obligation shall be found as aforelaid, deliver and restore, or cause to be delivered and restored the said obligation unto the hands of them the said R. L. S. L. and T. W. or some or one of them, their, &c. or some of them. In witness, &c.

A Release of all Legacies and demands given and bequeathed by ones last Will and Testament.

K Now all men by these presents, that I. B. T. of, &c. Widow, have remised, released and quit-claimed, and by these presents do for me, my executors and administrators remise, release, and for ever quit-claim unto I. B. Gent. and H. H. Citizen, &c. executors, &c. and either of them, their executors, administrators, assigns, of and from all legacies, gifts, be-

bequests, summe and summes of money and demands whatsoever, bequeathed and given unto me the said E. T. in and by the last Will and Testament of R. T. &c. deceased, and of and from all manner of actions and suits, cause or causes, or actions and suits, sum and summes of money, debts, duties, reckonings, accompts and demands whatsoever, which I the said I. T. ever had, now have, or that I, my executors or administrators, can or may at any time or times hereafter, have, challenge or demand against the said I. B. and H. H. or either of them, their and either of their executors, administrators or assigns, for or by reason of any matter, cause or thing whatsoever, from the beginning of the World, until the day of the date hereof. In witness, &c.

To I. K. of, &c. one of the Attorneys, &c. I A. B. do hereby desire you, and do give you full power, licence and authority to appear for me, and for, &c. in the said Court, as of this last M. term in an action of debt, for, &c. at the rate of, &c. upon an obligation conditioned for the payment of, &c. in which said obligation I stand bound as principal; And this shall be your sufficient Warrant in that behalf. In witness, &c.

A Warrant to acknowledge satisfaction.

Whereas there is one Judgment depending in the Court of Common-Pleas at Westminster, of Trinity term in the, &c. against I. F. of, &c. Esq; for 500 l. debt, besides the costs of suite for Sir H. H. Knight, as by the Records of the said Court more at large may appear. These are therefore to authorize, and give full power to you and either of you,

you, to acknowledge satisfaction upon the said judgment, and for your so doing this shall be your sufficient warrant irrevocable. Witnesse, &c.

To R. P. and R. S. or any other Atturney of the Court of Common Pleas at Westminster.

A Condition for the truth of a Merchants Apprentice, and that he shall give just accounts or demands, and pay what he shall fall short in.

THE Condition, &c. that whereas the within named H. S. at the instance and request of the within board Sir S. A. hath accepted and taken T. A. Son of the said S. A. to be the Apprentice of him the said H. S. for the term of, &c. to be commenced from the day of the date within written, as in and by the said Indenture, &c. if therefore the said T. A. his executors and administrators, do from time to time hereafter, upon every reasonable request in that behalf to him or them to be made by the said H. S. his Executors, administrators, servants, factors or assignes, or any of them, yield, make and deliver up just and true account and accompts, and duly discharge him and themselves unto the said H. S. his executors, administrators or assignes, of, for, from and concerning, all, &c. such wares, goods, moneys, merchandizes, specialities, bills of debt, and other things which shall be comitered, or come to the hands, charge, possession or disposition of the said T. A. by reason or means of his said service, either in the parts beyond the seas, or on this side: And in case it shall happen or fortune that he the said T. A. at any time or times during the said term, to imbezzle, steal,

steal, purloin, mispend, or unlawfully to detain, consume or make away any of the monies, wares, goods, merchandizes, commodities, specialities, bills of debt, and other things, which do or shall belong or appertain to the said H. S. or any his partner or partners, his or their or any of their executors or administrators, or to any other person or persons, wherewith he or they, or any of them, are or shall be in any wise charged or chargeable: if then and so often the said Sir H. S. his Heirs, Executors, administrators or assigns, or any of them, from time to time hereafter, always within two months next after notice and knowledge in that behalf, in writing to him, them or any of them, shall be made or given, by the said H. S. his executors, administrators or assigns, do well and truly make or cause to be made unto the said H. S. his executors, administrators or assigns, at or in, &c. sufficient recompence and satisfaction, in good and lawful, &c. for all such goods, wares, moneys, merchandizes, specialities, bills of debts, and other things, which upon any account or otherwise shall truly appear to be found to have been by the said T. A. so imbezled, stolen, purloined, mispent, or unlawfully consumed, detained or lost, as aforesaid: And further if the said T. A. do not at any time or times hereafter during the said Term, unlawfully depart or absent himself out, of or from the service of the said H. S. his master, without his licence and consent in that behalf first had and obtained, nor to do at any time or times hereafter, merchandize or trade for himself, or undertake to do any businesse or businesses, in the trade or merchandizing, for any persons or persons, nor accept or pay any bills of, or give bill or credit for any person or persons, unlesse it be by and with the like consent or licence of the said H. S. his executors, or
admini-

ministrators in that behalf first had and obtained in writing, that then, &c.

A Lease of a Warren of Conies.

THIS Indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other party witnesseth, that the said H. B. for, &c. hath demised, granted and to farm letten, and by these presents doth, &c. unto the said C. D. his, &c. in the C. of K. and all the Conies, in the said ground being, with the enclose, gain, profit and advantage, from time to time, arising, coming, growing, and renewing of the said Conies in the said ground being, and to the same ground belonging, there to hunt, hey, ferret and pitch nets, or otherwise to use for the most benefit and advantage of the said A. B. and his assigns, that he can or may devise, in large, ample, and beneficial manner and form as the said A. B. or any other person or persons heretofore have had, held, used, occupied or enjoyed the same, To have and to hold the said ground and game of Conies, in the same being, and to the same belonging, with all the gain, profits and advantages to the same belonging, and renewing as aforesaid, unto the said C. D. his executors and assigns, from the, &c. yielding, &c. A covenant on the tenants part to do reparations on the Warren-house, and on the fences, ditches, hedges, and mounds. And at the end, &c. to leave the Berry and Coney-clappers sufficient y covered with thorn, and also the same ground and Berry of Conies, sufficiently replenished and stored with Conies, Covenants for enjoying, &c.

A License to hawk, hunt, and fish.

TO all Christian people, &c. I Dame O. S. &c. send greeting. Know ye, that I the said O. Lady S. for divers good causes and considerations me hereunto especially moving, have given and granted, and by these presents do give and grant unto Sir T. L. of, &c. Knight, and his assigns, full free and absolute power, liberty, license and authority to hawk, hunt, fish and fowl, from time to time, and at all times hereafter, at the will and pleasure of him the said Sir T. L. and his assigns, for and during the natural life of me the said O. Lady S. in, upon and within the Mannor or Lordship of M. Supr^s S. in the said County, and in and upon all the lands and grounds thereof, and within the bounds and precincts, limits and circuits of the same, in as full, free, ample and beneficial manner and form, as I my self might or could do, in all and every respect of degree whatsoever or howsoever, and without any manner of let, denial or contradiction or interruption of me the said O. Lady S. or of any other person or persons whatsoever, in, by or through any act, means, consent, privity or concurment. And I the said O. Lady S. do covenant, promise, grant, and agree, to and with the said Sir T. L. and his assigns by these presents, that it shall and may be lawful, to and for the said Sir T. L. and his assigns, from time to time, and at all times hereafter during my natural life, as occasion shall be offered, to have and take as well all, and every the nets, and other engines and instruments of what kind soever, as also all the Dogs and Spaniels of whatsoever sort or kind, of all or any persons whatsoever, that shall at any time or times hereafter, hawk, hunt, fish

fish or fowl, within or upon the said Lordship or Mannor of M. *super S.* or within or upon any part or parcel thereof, without the license or consent of the said Sir T. L. or his assigns, or some of them, therunto first had and obtained, he the said Sir T. L. or his assigns, delivering or causing to be delivered unto the Bayliff or steward for the time being, of me the said O. Lady S. of the said Mannor or Lordship of M. *super S.* the aforesaid nets, engines, instruments and dogs, so to be taken as aforesaid, to be used, bestowed and imployed, to and for the use and behoof of me the said O. Lady S. in such manner and form as the said Lady S. or my assigns, shall think fit. In witness, &c.

A Lease of Cole mines.

THIS Indenture made the, &c. between I. L. of, &c. and A. B. of, &c. witnesseth, that the said I. L. for and in consideration of, &c. hath demised, granted, and to farm letten, and by these presents doth, &c. unto the said A. B. all and all manner of mines, pits and veines of cole now open and known, or that may be found out by digging, sinking or othe wise howsoever, lying or being in certain lands, called or known by the name of, &c. within the Mannor of, &c. with free liberty to and for the said A. B. his executors and assigns from time to time, and at all times during the term hereafter mentioned, to dig, search, sink, trench and mine, in and upon the said lands called W. and every part and parcel thereof, at his and their wills and pleasure, for the searching out, having and taking up of coles, and the same so trenched, digged, and found, to take and carry away from time to time and at all times during the term by these presents

demised, except and alwayes reserved, unto the said I. L. his heirs and assigns, all and all manner of quarries heretofore demised, by the said I. L. to C. D. of, &c. To have and to hold the said Mines and Pits of Coles, with free liberty of digging, trenching, searching and carrying away the same; with all and singular other the premises, except before excepted unto the said A. B. his executors, administrators and assigns, from the Feast of, &c. unto, &c. yielding, &c. and if it happen the said yearly rent of, &c. to be behind, &c. and the said A. B. for himself, &c. covenanteth, &c. that he the said A. B. his executors, administrators or assigns, at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter, during the said term of, &c. so long as any such Mine or Pit shall be digged or trenched, for searching out of Coles, as aforesaid, fill up the said Mine or Pit with meaner earth, and then level the same in such sort again, as the same may not be to the annoyance of the occupiers of the said lands, called W. or any of them. In witness, &c.

A Letter of Licence.

TO all Christian people, to whom these presents shall come: We A. B. of London Alderman, R. L. I. D. and I. P. Merchants, &c. send greeting in our Lord God everlasting. Whereas I. C. Citizen and Vintner of London (for and by reason of the commerce, divers contracts, agreements, and other causes between him and us the above-named persons; passed and had) standeth, and is severally indebted unto the said A. B. R. L. I. D. and I. P. and others, in divers and sundry great sums of money, as by several obligations and writings under his hand and seal

seal unto us severally made, and otherwise it doth
 and may appear. Now know ye, that we the said
 A.R. R.L. J.D. and J.P. and the rest, for divers and
 many good and charitable causes and considerations
 us especially moving, have given and granted, and by
 these presents do give and grant, full licence and li-
 berty unto the said J.C. quietly and freely to go a-
 bout, attend and negotiate, as well his own pri-
 vate affairs, business and causes, as also all other mat-
 ters and things whatsoever he hath, or shall have or
 do for any other person or persons whatsoever, as
 well within the City of London, as within all other
 the, &c. at all and every time and times from hence-
 forth, for and during the space of, &c. to begin at
 the Feast of, &c. next ensuing the date hereof, with-
 out any manner of let, disturbance, molestation,
 stay, arrest, attachment or suite of his person, or of
 his goods, chattels, money, merchandizes, or of
 any other commodities or appurtenances whatsoever,
 by us the said, &c. or any of us, or by the exe-
 cutors or administrators of any of us on this side,
 or within the said space, time or liberty of, &c. and
 we the said, &c. are not only contented and agreed,
 to give and grant this our present licence and re-
 spite to the said J.C. for the payment of his said
 debts, but also every one of us, for his part, do by
 these presents freely and clearly release, remit, quit-
 claim and forgive unto the said J.C. all and every
 such sum and sums of money, as he the said J.C. at
 this present doth severally owe unto us, in case any
 of us, at any time or times during and within the
 said space of, &c. as aforesaid, shall do, move, pro-
 cure, practice or attempt, or cause to be by any
 wayes or means, any manner of act and acts, thing or
 things to be done, moved, procured, practised or at-
 tempted against the said J.C. or his goods, chattels,
 money,

money, merchandizes, or any other of his things whatsoever, contrary to the purport, true meaning, tenor and effect of this our present licence and grant. And further, our meaning and intent is, that after the said, &c. shall be fully, &c. expired, we do by these presents give and grant license to the said J.C. that if he, his executors, administrators or assigns, do from thenceforth yearly, at the end of every year, for and during the term of, &c. pay or cause to be paid unto us the said several Creditors, or to the several executors, administrators or assigns of us and every of us, the full fourth part of the debt to us and every of us owing, that then we, nor any of us, nor any other by our or any of our means or procurement, shall do any thing or act against the said J.C. or any of his goods, chattels, monies, merchandizes, or any other of his things whatsoever.

An Indenture upon the choosing of a Burgesse to serve in Parliament.

THIS Indenture, &c. between H.D. &c. High-Sheriff of the County of, &c. of the one part, and H.B. and R.G. &c. Burgessees and Burrough-men of the Burrough and Town of, &c. of the other part, witnesseth, That the said Burgessees and Burrough-men, according to the Proclamation made by the said Sheriff for the election of Burgessees in every Burrough or Town within the said County, have the day of the date hereof at A. aforesaid, elected, named and appointed H.B. and R.G. Esquires, Burgessees of the said Town of A. and they to give their attendance, advice and counsel at the High Court of Parliament, to be holden at Westminster the next coming. In witness whereof, the said Burgessees,

gesles and Borrough-men to these present Indentures have put their seals, and subscribed their names and marks, the, &c.

A Testimonial for the relief of one that had his House and Goods burnt.

TO all Christian people, &c. Know ye, that we Sir J.T. and T.G. Knights, T.W. E.P. &c. Esquires, for the succouring and relieving of our poor distressed brother S.S. of, &c. do by these our writings testifie, declare and bear witness, that on Friday the tenth of, &c. the said S. S. being at *Wakefield* market traveling for his livelihood, a sudden and lamentable fire hapned, which burnt down his dwelling house, with all his goods therein, and his Barn, wherein was all his corn and hay, to the utter undoing of the said S. his wife and small children. Now for that the said S. was an honest painful man, and is now brought to so great misery and distress, that he knoweth not where or how to provide for his wife and children, without the charitable relief of well-disposed Christians; therefore we pray and desire all charitable and godly-minded persons, to help, succour and releive the said S. with their charity towards his livelihood; and in recompence of his losses, and in so doing they shall oblige us to shew like charity to any of their neighbours, in their distress and necessity. In witness, &c.

The beginning of a Demise of Copy-hold lands, &c.

THis Indenture, &c. witnesseth, that whereas a Court Baron, holden for the Mannor of, &c.

on the, &c. last past, the Lord of the said Mannor, by, &c. the Steward, did give license to the said J. T. to demise and grant the messuage, lands and tenements hereafter in these presents mentioned, unto any person or persons for the term of 21 years, from the Feast of, &c. then last past, as by the Rolls of the said Courts appeareth; now the said J. T. in pursuance of the said license to him granted as aforesaid, and for and in consideration of the sum of, &c. to him, &c. hath demised, granted, and to farm letten, and by these presents, &c. all that Copy-hold messuage or tenement, with the appurtenances, commonly called or known by the name of, &c. situate, lying and being in, now or late in the tenure or occupation of, &c. and all, *Prout, in ordinary lands,*

*A Release from two joynt Purchasers
to the other two.*

TO all to whom these presents shall come, Sir T. W. of, &c. Knight, and T. S. of, &c. Esquire, send greeting. Know ye, that the said Sir T. W. and T. S. for good considerations them hereunto moving, have remised, released, and for ever quit-claimed, and by these presents do for them, and either of them, their and either of their heirs, remise, release, and for ever quit-claim unto, &c. their heirs and assigns, all the estate, right, title, interest, claim and demand whatsoever, of them the said Sir T. W. and T. S. of, in and to all that the Mannor and Lordship of, &c. with the rights, members and appurtenances thereof, and of, in and unto all & singular other the Mannors, Lordships, lands, tenements and hereditaments, which in and by one Indenture enrolled in the Chancery, bearing date the, &c. made between the Right Honourable, &c. of the one part, and the

said

said; &c. on the other part, were granted, bargained, and sold, or mentioned or intended to be thereby granted, bargained and sold unto the said, &c. & their heirs, and of, in and unto every part and parcel of themsevery or any of them. In witness, &c.

A Sale of goods to the Plaintiff levied upon a Sciri facias by the Sheriff's Bayliff.

K Now all men, &c. That I G.B. Bayliff of the Wapontake of, &c. in the County of, &c. by vertue of the Writ of *Sciri facias*, to the Sheriff of the said County directed, have levied of the goods and chattels, &c. the sum of, &c. part of a debt due to, &c. and levied by vertue of the Writ aforesaid to his use. In full satisfaction of which said sum of, &c. I do by vertue of the Writ and Warrant to me directed, as aforesaid, assign, sell and set over unto the said, &c. all the goods and chattels, in the apprizement hereto annexed, nominated at the rate of, &c. to have, &c. the said goods and chattels to him, his heirs, executors and administrators, as his own proper goods and chattels, as fully and absolutely, as I the said G.B. might, could or ought to do by force and vertue of the said Warrant and Apprizement, or otherwise howsoever. In witness, &c.

A Lease of goods levied by the Sheriff upon Judgment.

THis Indenture made the, &c. between M.F. of, &c. of the one part, and J.F. of, &c. of the other part. Whereas the said M.F. did in Michaelmas Term in the, &c. by due course of Law, obtain and recover one Judgment in the Court of Kings Bench

Bench at *Westminster* against the said J.F. for the sum of, &c. debt and costs of sure, as by the Records remaining in the said Court, *Rot.* 232. Whereunto relation being had, more at large it doth and may appear; and whereas Sir J.S. Sheriff of the said County of, &c. did on or about the, &c. by virtue of a Writ of *Seiri facias* upon the said Judgment to him directed, returnable, &c. levy of the goods and chattels of the said J.F. the summe of, &c. in part and satisfaction of the said Judgment, which goods and chattels were sold by the said Sheriff or his Deputy unto the said M.F. as by a particular Schedule or Indenture hereunto annexed appeareth. Now this Indenture witnesseth, And it is fully concluded and agreed by and between the said parties to these presents, in regard the said goods and chattels mentioned in the said Schedule, cannot be presently sold for the best benefit and advantage of the said M.F. that the same goods and chattels shall remain and continue in the custody and possession of the said J.F. for the use and behoof of the said M.F. his, &c. for and during the space and time of six months, next after the date hereof; and if any of the said goods and chattels, mentioned in the said Schedule hereunto annexed, have been already, or hereafter during the said space of six months, shall be sold or disposed of by the said J.F. his executors, administrators and assigns, then he the said J.F. for himself, his executors and administrators, and for every of them doth by these presents covenant, promise, grant and agree, to and with the said M.F. his executors, administrators and assigns, to give a true and just accompt or accompts, together with the proceed or encrease thereof in writing, unto request made, and to pay or cause to be paid unto him the said M.F. his executors, administrators or assigns, all such sum or sums

of money as shall be found due upon the said account or accounts, so to be made or given, and at the end and expiration of the said term, shall and will well and truly deliver, or cause to be deliver'd unto the said M.F. if the said J.F. his executors, &c. shall be thereunto required, the residue and remainder *in specie*, with the proceed and encrease thereof, of all such goods and chattels, mentioned in the said Schedule or Inventory, as shall be so sold or undisposed of, the said M.F. his executors, administrators or assigns, allowing in the mean time unto the said J.F. his executors or administrators, all the benefit and advantage of the wool, milk, and work of the cattel, comprized in the said Schedule hereunto annexed, and the use of the other goods comprized in the said Schedule or Inventory, for the pains and care of the said J.F. to be taken in and about the selling, disposing and keeping of the said goods and chattels, or any of them. In witness, &c.

A Lease of Lands in Barbadoes.

THIS Indenture made, &c. Between R.C. of, &c. and M.S. of, &c. witnesseth, That the said R.C. for divers good causes and considerations him hereunto especially moving, hath demised, granted and to farm-letten, and by these presents doth demise, grant, and to farm-let unto the said M.S. all that his own share, part and portion of Land, containing in all by estimation forty acres of Land, be it more or less, situate and being in, &c. as the same was lately and now is separated and divided from other lands now inhabited by the English Merchants and Planters, or their assigns, and allotted unto the said R.C.

C. for one of his shares of his Adventure with the said Company of the said Islands, and now are, or late were in the tenure or occupation of R.P. or his assigns; and also one Acre of Land, being part or parcel of, &c. lying within, &c. likewise allotted unto the said R.C. for another share of his Adventure to the said Island, the same acre of land to be measured, and set out in some convenient place of the said share of land, adjoining upon or near unto the fresh water, together with free ingress, egress, regress, way and passage to and for the said M.S. his executors, servants and assigns, by and through, &c. at all convenient times, and by all fitting and convenient wayes and passages, to fetch water from the Springs and Rivulets thereunto adjoining, as need shall require; To have and to hold the said share of Land, and acres of Land, and all other the above demised, or meant, mentioned or intended to be demised premises, with their and every of their rights, members and appurtenances unto the said M.S. his, &c. from, &c. for and during the term of, &c. M.S. his, &c. yielding and paying therefore yearly, and every year during the said term of, &c. unto the said R.C. his, &c. the moiety or one half part of all the profits and gains whatsoever, which shall yearly be made or raised by, or by means of the digging, setting, planting, sowing, manuring and imploying the said lands and premises above by these presents demised or meant, or mentioned to be demised, and every or any part thereof, or by any other wayes or means whatsoever, the same to be yearly and every year, once or oftner, (as shipping may conveniently be had) sent into *England* to and for the use of the said R.C. his heirs and assigns; for and in full satisfaction and payment

ment of all manner of rents whatsoever; and the said M.S. for him, his, &c. doth covenant and grant to and with the said R.C. his, &c. by these presents, in manner and form following, that he the said M.S. shall and will once in every year yearly, or oftner, during the said term hereby granted, and as shipping may be conveniently had, as aforesaid, make and send unto the said R.C. his heirs or assigns, a just and true account how the same lands and premises hereby demised, have untill that time been employed and used, and likewise with the same account shall and will send and deliver, or cause to be delivered unto, and for the use and behoof of the said R.C. his heirs and assigns, unto the City of London, the said moiety or one half-part of all the increase, profit and gains above by these presents reserved, which shall happen to be accrued or risen by the means of the husbanding and employing of the said lands and premises by these presents demised, and also shall and will from time to time send and deliver, together with the said rent above reserved, unto the said R.C. his executors or assigns, all the other moiety or half-part of all the profits and gains, which shall happen to be accruing and arising, by means of the said husbanding and employing of the said lands and premises in sort, as is aforesaid, or so much thereof over and above the said rent, as shall be due and payable by vertue of these presents, until the summe of, &c. shall be fully satisfied and paid unto the said R.C. his, &c. which summe he the said R.C. at and before the en-sealing of these presents, did disburse and lay out for the furnishing of the said M.S. with implements, utensils and other necessities, to be used and employed in and about the manuring, managing and dressing of the said lands above-mentioned to be demised,

mised. And further, that he the said M.S. his executors, administrators or assigns, or some of them, shall and will from time to time, and at all times hereafter, during the continuance of this demise, in good order of husbandry, set, sow, plant and employ the lands and premises hereby demised, to the best advantage, according to the custome of the Countrey there used and to be used. And also shall and will at his and their own proper costs & charges, erect, build, & set up in good order of workmanship, one convenient house, upon some most commodious place of the premises. And further, that he the said N.S. his, &c. shall not and will not at any time or times hereafter, during the continuance of this present Lease, demise or grant the premises to any person or persons whatsoever, for and during the term hereby granted, or any part thereof, without the licence of, &c. or make any wilful waste, or spoil upon any the Cedar or Timber trees now standing, growing or being, or which at any time hereafter shall stand, grow or be upon the premises, or any part thereof, other than for their necessary use. Covenant for reparations and for quiet enjoying, &c. Provided always, that if it should happen the said yearly rent to be behind, &c. or if default shall be made of or in the performance of any the covenants, grants, articles, payments and agreements herein contained on the parts, &c. that then and from thenceforth it shall and may be lawful, &c. In witness, &c.

A Lease from a Company.

THIS Indenture made, &c. between, &c. witnesseth, That the said Master and four Wardens, by and with the assent and agreement of the more part of

of the most antient and discreet persons of the said Fraternity, their assistants, as well for and in consideration of the summe of, &c. have demised, &c. all that their messuage, &c. To have and to hold, &c. yielding, &c. A Covenant for reparations, for emptying the sedges, widraughts and privies, to leave it in good repair, with all doors, locks, keys, bolts and glass windows, wainscots, partitions, and such like as shall be fixed, fastened and set within or about the premises, and are not removable by the custome of the City of London, without defacing, spoiling or destroying the same; and that it shall and may be lawful to and for the said Master, &c. their Rent-gatherer, officers and assignes, to enter and come into and upon the premises, there to view, search and see the estate of the reparations of the same, and of the decayes and defaults there found, to give or leave warning of the premises aforesaid, to and for the said L.W. his, &c. to repair and amend all and every the said decayes and defaults within the space of, &c. Provided alwayes, that if it shall happen the said yearly rent of, &c. or if the said L.W. shall grant, assign or set over his, &c. to any person or persons without the, &c. or if the reparations of the premises or any part thereof, shall not be made and done within the space of, &c. above limited for the doing of the same, that then and from thenceforth in every or any the cases aforesaid, this present lease and term of years shall cease, determine and be utterly void, and that then or at any time after, it shall and may be lawful to and for the said Master, and four Wardens of the Fraternity aforesaid, and their successors for the time being, and their rent-gatherer, officer, or any other certain Attorney in their name, and to their use, into the premises above demised, with the appurtenances, to re-enter

er, and the same to have again, &c. and the said L. W. and all other occupying, &c. thereof thereout to expel, &c. In witness, &c.

A Lease from a Parson and Church-Wardens, with a Covenant for building, &c.

THis Indenture made between G. G. Dr. of Divinity, Parson and Proprietor of the Parish Church of, &c. J. M. and C. H. Church-Wardens, of the goods, works, rents and ornaments of the said Parish Church of the one part, and C. L. of, &c. of the other part, witnesseth, That the said Dean and Chapter, and Church-Wardens, with the whole assent and consent of the Parishioners of the said Parish, for divers good causes and considerations them thereunto especially moving, hereafter in these presents mentioned, viz. as well for the new building and erecting of the tenement which is ruinous and in decay, hereafter in these presents, by them demised to the same W. as also for the increase of the yearly rent of the said tenement being lately demised to, &c. deceased, have demised, granted and to farm-letten, &c. unto the said W. N. all that tenement, with a Garden lying on the back-side thereof, belonging to the Parish of, &c. late in the tenure of, &c. situate in, &c. between, &c. which said tenement and a Garden on the South-part thereof, containeth in length from, &c. eighty four foot assize, and in breadth from the North-corner of, &c. to the, &c. twenty foot of assize, and in length, from the East-side of, &c. and from the South-corners of, &c. to, &c. nineteen foot and two inches of assize, and all rooms, chambers, Cellars, Sollers, houses, gardens, yards, entries, casements, and

and all other edifices and buildings, with all and singular their appurtenances whatsoever to the said tenement and garden belonging or appertaining, in as large and ample manner as the same were demised, used and occupied by the said, &c. his assigns, or any of them. To have and to hold, &c. yielding, &c. unto the Church-wardens of the Parish for the time being, and to their successors, to the use of the said Church, the sum of, &c. at the, &c. And whereas the said tenement is at this present in utter ruine and decay, and not meet to be inhabited, therefore the said W.N. for the consideration before-mentioned, doth for him, his, &c. covenant and grant to and with the said Church-wardens, and their Successors, Church-wardens of the said Parish by those presents, that he the said W.N. his, &c. shall and will for his most benefit and commodity, erect and new build the said tenements, with good and well-seasoned timber, within the space of, &c. and the same erected and built, shall and will sufficiently repair, maintain and keep, with all manner of reparations in and by all things whatsoever, as often as need shall require, during the said term Covenant for re-entry upon non-payment or non-repairing. Covenant for quiet enjoying. *Et similia.*

A Lease from a Town or Corporation to commence at the end of a former, with several Provisions.

THIS Indenture made between the Mayor, Bayliffs and Burgeses of the Borrough and Town of, &c. in, &c. and H.T. of, &c. witnesseth, That the said Mayor, Bayliffs and Burgeses, by and with one full assent, consent and agreement, as well for
and

and in consideration of the summe of, &c. to be paid unto the said Mayor, Bayliffs and Burgessees at the commencement of this present Lease, as also for divers, &c. and for and upon the conditions and provisoes, hereafter in these presents expressed, have demised, granted, set and to farm-letten, and by these presents do, &c. unto the said H.T. all that their burgage, messuage and tenement with the appurtenances, scituate, lying and being in P. aforesaid, upon the East-side of a certain Close, there commonly called the, &c. late in the tenure of, &c. and also all that Shop, &c. and all and singular other the houses, edifices, buildings, barnes, stables, shops, roomes, lofts, folds, courts, yards, back-sides, curtillages, commons, common of pasture, and turbury wayes, waters, easements, liberties, profits, commodities, emoluments, advantages and appurtenances whatsoever, to the said messuages, burgage or tenement, or shop, or any of them, or any part or parcel thereof belonging, or in any wise appertaining, or heretofore, &c. To have and to hold the said, &c. to the said, &c. from and after the end and expiration of one Lease heretofore made, &c. of the said premises unto J.T. late father of the said H.T. for the term of, &c. yielding and paying therefore yearly during the said term, unto the said Bayliffs for the time being, and their Successors, to the use of the said Mayor, Bayliffs and Burgessees, and their Successors, the annual or yearly rent of, &c. at the Feast of, &c. only, during the said term, or within, &c. next after the same, if it be lawfully demanded, either by publick notice, or otherwise, for all manner of rents, boons, duties, sutes, services and demands whatsoever; and if it shall happen the said yearly rent of, &c. that then and from thenceforth it shall be lawful to and for

for the said Mayor, Bayliffs and Burgesſes, their, &c. into the ſaid demifed premisses, &c. and the distress or distresses, &c. until ſuch time as the ſaid rents, &c. be fully ſatisfied and paid unto the ſaid Mayor, Bayliffs, &c. and if no ſufficient diſtreſs may or can be found in and upon the ſaid demifed premisses, or any part thereof, to ſatisfie the ſaid rent with the arrearages thereof; or that the ſaid Bayliffs for the time being, be interrupted or hindered to diſtrain for the ſame, that then and from thenceforth, it ſhall and may be lawful to and for the ſaid Mayor, Bayliffs and Burgesſes, their Heirs and Succeſſors, or any of them, into the ſaid demifed premisses, or any of them, with the appurtenances, to re-enter, and the ſame to have again, re-poſſeſs and enjoy, as in, &c. this preſent Indenture, of any thing, &c. Covenant for reparations, and to leave it ſo. Proviſo, that in caſe of non-payment of the rent, or if the premisses ſhall be aſſigned to any perſon not dwelling or inhabiting within the ſaid Burrough or Town, and who is not a free Burgeſs of the ſaid Town, that then and from thenceforth, &c. Provided further, and upon this condition, that if it ſhall happen the ſaid H. T. to dye without iſſue male of his body lawfully to be begotten, before the commencement of theſe preſents, and before the payment of, &c. being the conſideration agreed upon to be paid for the ſame, then if R. T. of, &c. or the iſſue male of his body lawfully begotten, or I. T. or the iſſue male of his body lawfully begotten, do pay to the ſaid Mayor, Bayliffs and Burgesſes for the time being, their Heirs and Succeſſors, the ſaid ſum of, &c. in manner and form, as aforeſaid, and alſo 20 l. to the iſſue female ſurviving of the ſaid H. T. if there be any ſuch then living within one year then after their or either of their entry, that then

then and from thenceforth the said R. T. shall be interessed in these presents, to him and the heirs males of his body lawfully begotten, and for default of such issue, to the said L. T. youngest brother of the said H. and of the heirs males of his body lawfully begotten, he the said L. T. or his issue male paying the said sum of, &c. to the said Mayor, Bayliffs and Burgesses, and the said sum of, &c. to the issue female of the said T. H. in such manner and form, as is herein before expressed, limited and appointed; and for default of such issue, then to the heirs and assigns of the said H. during the residue of the said term. In witness, &c.

A Lease for three lives; with a Letter of Attorney to take and give possession.

THis Indenture made, &c. between, &c. witnesseth, That the said, &c. for and in consideration of, &c. doth demise, &c. all that his Messuage and Tenement, with the appurtenances, and all and singular shops, sellers, sollers, chambers, roomis, entries, wayes, yards, back-sides, lights, easements, profits and commodities whatsoever, to the said Messuage or Tenement belonging or appertaining, or to or with the same used, occupied or enjoyed, late in the tenor, &c. situate, &c. *Habend.* the said Messuage or Tenement, and other the premisses, with the appurtenances, to the said, &c. and to his assigns, for and during his natural life, the remainder thereof to the said F. his wife, and to her assigns, for and during the term of her natural life, the remainder thereof after the said several deaths of H. and F. unto the said S. for and during the term of her natural life: Yielding, &c. during the said term or estates, and every or any of them, unto the said L. his heirs and assigns, the rent of, &c. at the, &c. by even and equal portions

P

and

and yielding, and paying therefore also unto the said
 1. his, &c. for and upon any alienation, demise or
 grant of the premisses, or of the greater part of them,
 and for and upon any change of Tenant or Tenants of
 the premisses, during the said term or estates, or
 any of them, the sum of, &c. (*toties quoties*) for every
 change, alienation or demise, in the name of a fine
 for alienation, the same fine or fines to be paid to the
 said, &c. at the Messuage or Tenement aforesaid,
 within the space of, &c. next ensuing the first of the
 Feasts aforesaid, which shall next come or happen to
 be after any such alienation, &c. of the premisses, or
 the greater part thereof. A Covenant that they the
 said H. P. his wife, and S. their, &c. or some of them,
 shall or will at or before the, &c. expend, disburse
 and lay out, in, upon or about the building, re-
 pairing, strengthening or bettering of the said Mes-
 suage or Tenement, with the appurtenances, and other
 the demised premisses, the sum of, &c. at or before the
 Feast of, &c. provided alwayes, that if it shall happen
 the said yearly rent of, &c. or the said fine or fines
 that shall grow due, &c. at any time during the life of,
 &c. to be behind and unpaid, in part or in all, by the
 space of, &c. next after, &c. or if the demised premis-
 ses, or any part thereof, shall be in decay or unrepair-
 ed by the said space of, &c. next after notice given,
 that then the estate of the said H. for & during his na-
 tural life, shall cease, determine and be utterly void and
 of none effect, to all intents and purposes; or if at any
 time after the decease or determination of the said
 estate of the said H. and during the life of the said F. it
 shall happen the said yearly rent of, &c. or at the said
 fine or fines to be behind and unpaid, &c. by the space
 of, &c. or that the said demised premisses shall be in
 decay, or want repairing, &c. by the space of, &c. then
 then likewise the said estate of the said F. shall cease
 deter-

determine, &c. and that then and at all times from
thenceforth, it shall and may be lawful to and for the
said I. his, &c. into the said demised premises, with
the appurtenances, and into every part and parcel
thereof to re-enter, and the same to have again, re-
possess and enjoy, as in his and their former estate,
and that thereupon this present Indenture of Lease to
be void and of none effect, any thing herein, &c. And
lastly, the said I. P. doth by these presents make, or-
dain, constitute, authorize and appoint, and in his
state and place put his trusty and well-beloved Friends
P. W. and I. M. to be his true and lawful Attornies,
jointly or severally for him, and in his stead and
name, to enter into and upon the said demised pre-
misses, or into or upon any part or parcel thereof, in
the name of the whole, for him, in his name and to
his use to take and keep, and after such possession so
had and taken, full and peaceable possession and seizin
of the same premises, or of any part or parcel thereof
in the name of the whole, for him, in his stead and
name, to give and deliver unto the said M. R. F. his
now wife, and S. B. or any of them, or to their or any of
their certain Attorney or Attorneys, in that behalf
authorized, according to the tenor, purport, effect,
and true meaning of these presents, ratifying, allow-
ing and holding firm, all and whatsoever his said At-
tornies jointly, or either of them severally, shall do,
or cause to be done, in or about the premises, by the
tenor of these presents. In witness, &c.

A Letter of Attorney to deliver two Leases.

TO all to whom, &c. I W. L. of, &c. sendeth greet-
ing: Whereas the said W. L. hath caused two
several Indentures bearing date with these presents, to
be

be drawn and ingrossed, purporting several demises and grants from the said W. L. unto R. G. of, &c. the one of them purporting a demise of all that one Close, &c. (as in the Lease is recited) with their appurtenances, now or late in, &c. lying and being in, &c. *To have and to hold* the said several Closes and premisses, and every part and parcel thereof, unto the said R. G. his, &c. from the, &c. as in the Lease yielding, &c. if demanded, and the other of them purporting a demise of all that Messuage or Tenement, with the appurtenances, &c. as in the Lease: To which several Indentures the said W. L. before the en- sealing and delivery of these presents, hath put his hand and seal. Now know ye, That the said W. L. hath made, ordained, constituted, authorized and appointed, and by these presents doth, &c. his trusty and well-beloved Friends R. S. &c. his true and lawful Attornies jointly and severally, for and in the name and place of him the said W. to enter and come into and upon the said several grounds, and all and singular other the premisses above severally mentioned to be demised, or any part or parcel thereof, for, or in the name of the whole, and full and peaceable possession and *seisin* thereof to take and have, and being so entered, & thereof, or of any part thereof quietly possessed then and there for and in the name, and as the proper act and deed in the Law of the said W. L. to deliver to the said R. G. or his lawful Attorney or Assignee in that behalf, to his proper use and behoof, the said several Indentures, to which the said W. L. hath put his hand and seal, as aforesaid, and also to do, say, exercise, execute, conclude, determine and finish, all and every other act and acts, matter and thing whatsoever, which in and about the delivery of the said several Indentures, or either of them, shall be requisite and expedient to and for his said Attornies, or either

of them to do by all due and lawful circumstances so fully and effectually in every respect, as he the said W. L. might or could do, being personally present at the doing thereof: Giving and by these presents granting unto the said, &c. the full and whole power, strength and authority of him the said W. L. in the execution of the premises; and ratifying and allowing all and whatsoever the said, &c. or either of them shall lawfully do, or cause to be done in the execution of the premises, for and in the name of the said W. L. as the proper act and deed of him the said W. L. In witness, &c.

An Assignment of certain Debts by an Administratrix to Creditors.

TO all to whom, &c. I E. B. of London, Widow, Administratrix of all and singular the goods, chattels, debts and credits, which late were R. B. my husbands, deceased, send greeting, &c. Whereas the said R. B. my said late husband, in his life-time stood indebted unto, &c. and unto every of them severally, in certain several sums of money; Know ye therefore, That I the said E. B. intending as much as in me lieth, to give content and satisfaction unto them, and every of them, Have given, granted, bargained, assigned and let over, and by these presents do fully, clearly and absolutely, &c. unto the said, &c. and to every of their executors, administrators and assigns, all and every the book-debts, specialties, obligations and writings obligatory, acquitances and receipts named and mentioned in a Schedule, &c. which are due and owing unto me the said E. as Administratrix, as aforesaid, by one, &c. and one, &c. by what name or names soever they be called or known, and by such their Sureties, as in the said obligations or writings obligatory,

are named, as in and by the, &c. more plainly, &c. together also with all and every summe and summes of money, commodity, profit, benefit and advantage, that shall or may come, grow, or be had, made, gotten or obtained, of or by the said book debts, obligations, and writings obligatory, and every of them, and all my right, title, interest, property, claim and demand, of, in and to the same, and every part thereof. And I the said, &c. for me, my executors and administrators, do covenant, grant and promise, to and with the said, &c. and every of them, their and every of their, &c. by these presents, that I the said E. B. have not heretofore released, or by any wayes or means discharged, the said book-debts, obligations, writings obligatory, acquittances or receipts, or any of them, or the several summes of money in them comprized, or any part or parcel thereof; and I the said, &c. my, &c. shall not, nor will not at any time or times hereafter release, or by any wayes or means discharge the said book-debts, obligations, writings obligatory, &c. or the said several summes of money, in them, or any of them contained, without the consent of, &c. first thereunto had, &c. and that I the said, &c. my, &c. shall and will permit and suffer the said, &c. jointly and severally, at their costs and charges, to commence, pursue and prosecute all and every such lawful actions, suits and executions, which shall or may in any wise be commenced, prosecuted or brought against the said, &c. by reason of the said book-debts, &c. and the same actions, &c. shall and will avow, justify and maintain, without fraud or guile. And that the said, &c. their, &c. shall or may quietly have, possess or enjoy to their own proper use and uses all and every such sum and sums of money, executions, and the benefit thereof which shall be had, levied, recovered or obtained by reason of the

and shall have power and authority in the name of me to acquit, release, &c. the said, &c. for, touching, &c. the said book-debts, &c. In witness, &c.

A Letter for Composition of half-debts.

TO all whom, &c. we E. B. &c. Citizens, &c. of London, Creditors of P. P. &c. send greeting: Whereas the said P. P. the day of the date of these presents, is and standeth justly indebted, and doth owe unto us the several parties above-named, divers and several summes of money: And by reason of the many losses, great hindrances, and other damages happened unto him, he is utterly unable (as he assevereth, and as appeareth unto us) to give other satisfaction for our said debts, than by and with such goods and wares as are now remaining in his hands, and such debts as are now at this present owing unto him, which we the said Creditors are unwilling to accept of, or any wayes to intermedle with, but have rather resolved and made choice to undergo a certain loss, and to accept of 10 s. per l. or one half of the debts by him owing unto us, to be duly paid in full satisfaction of our said debts, in manner and form following, *viz.* When and as soon as all and every of us the Creditors above-named, have subscribed, sealed, and in due form of Law delivered in this present writing to the use of the said P. P. then he the said P. P. his executors, administrators or assigns, shall pay, or cause to be paid unto every of us the said Creditors, our, &c. one fifth part of, &c. after the rate of 10 s. in the l. by these presents agreed upon to be accepted of, in full satisfaction of our said debts, and the remainder of our said debts, after the rate and agreement aforesaid in six parts being divided, to be paid at six several payments half-yearly, at such in-

different place and places, as we the said Creditors, and every of us, our, &c. shall nominate and appoint. The first payment whereof to begin and to be made on the &c. next ensuing the date of these presents. The second payment to be made, &c. Now know ye therefore, That we the said Creditors do covenant and grant, and every of us for his own part, and for his own, &c. doth covenant and grant to and with the said P. P. his, &c. and to and with every of them by these presents. That if the said P. P. his, &c. or any of them, upon the ensealing and delivery of this present Writing, by all and every of us the said Creditors, according to the effect and true meaning of these presents, do and shall well and truly pay, or cause to be paid unto every of us the said Creditors, our, and every of our, &c. the said fifth part of our said debts, after the rate of 10 s. per l. according to the agreement aforesaid; at the &c. without any fraud, coven or further delay; And also, if the said P. his, &c. for the more sure payment of the residue and remainder of our said debts, after the rate aforesaid, in six parts to be divided, and to be paid at six several payments, at such dayes, time, place and places; and in such manner and sort as is above limited and expressed, do and shall at and before the, &c. become bound unto us, and every of us, our, &c. in double the sum or sums, in the condition or conditions in the same obligation or obligations, or writings obligatory to be specified. And further, if the same obligations and every of them, shall be delivered unto every of us, or the assignor assigns of us, and every of us, at or before the said, &c. at such indifferent place or places as we the said Creditors, our, &c. shall nominate, that then from and after such payment made of the said fifth part of our said debts, after the rate of 10 s. in the l. and after the same obligation made, and delivered

limited unto us, for the several payments aforesaid, according to the limitation, effect, tenor and true meaning of these presents, we the said Creditors, and every of us the executors, &c. shall and will hold our selves well contented and satisfied, for all such debts as he the said P.P. his, &c. did formerly owe unto us, and every of us, before the enfealing of the same obligations, and that then also we the said Creditors, and every of us, or the executors, &c. within fourteen dayes next after the sealing and delivery of the same obligations unto us and every of us, according to the true meaning of these presents, shall and will seal, subscribe, and in due form of Law deliver unto the said P.P. his, &c. one general release or other discharge of all debts, duties and demands, whatsoever by the said P.P. unto us and every of us formerly owing or payable, from the beginning of the world, until some few dayes before the date of the same obligation, so to be sealed and delivered unto us, as aforesaid. Provided alwayes, that these presents, nor any agreement, matter or thing herein contained, shall be of any force or effect to bind or charge us, or any of us the said Creditors, which have, or shall hereunto agree, seal and subscribe, before the first day of, &c. next coming after the date of these presents. In witness, &c.

Another Letter of Composition.

TO all to whom, &c. We A. B. Creditors of, &c. send greeting: Whereas the said W. C. and W. L. are and do stand jointly indebted, and do owe unto us the said Creditors divers sums of money, which as it seemeth they are very willing to satisfie unto us, and every of us, as they and either of them shall be able. Nevertheless, we the said Creditors, and every of

of us who have hereunto sealed and subscribed (fin-
 ing and perceiving that they the said W. and W. are
 much dampified and impoverished by many losses and
 hindrances through Chapmen and otherwise, where-
 by they are disabled to yield unto us full and plenary
 satisfaction for our said debts) are contented and well-
 pleased, and of our free motions do severally and re-
 spectively agree and bind our selves, our heirs, &c. to
 the said W. and W. by these presents, to accept and
 take of them the said W. and W. their, &c. after the rate
 of, &c. in the pound, in full satisfaction of all such debts
 and sums of money, as they do jointly owe unto us and
 every of us respectively, the same to be paid at four
 equal payments in four parts to be divided. The first
 payment thereof to be made, and to begin at, &c. (re-
 cite all the payments) so as the said W. and W. for the
 more sure and better payment of the several sums a-
 foresaid, in recompence and satisfaction of our and e-
 very of our said several debts, after the rate of, &c. in
 the pound, as aforesaid, their executors or administra-
 tors, do before the, &c. become jointly bound with suf-
 ficient Sureties unto us, and every of us respectively, by
 obligations in double the penalties in due form of Law
 to be made, sealed and delivered unto us and every of
 us, or to our and every of our use and uses, by the ap-
 pointment of us and every of us, at such place and pla-
 ces as we and every of us shall differently nominate or
 prescribe. Provided alwayes, that these presents, nor a-
 ny thing herein contained, shall be of any force or ef-
 fect, to bind or charge us, or any of us, who have here-
 unto sealed and subscribed, unless and until all and e-
 very the residue of us the said Creditors above-
 named shall and do likewise seal and subscribe these pre-
 sents, at or before the, &c. next ensuing. In witness, &c.

*A Letter of License and Composition for payment at
several times.*

TO all, &c. we Creditors of, &c. send greeting.
Whereas the said J.M. at this present time doth
stand indebted, and justly oweth unto us the said Cre-
ditors divers and sundry sums of money, which by rea-
son of many debts, and some of them very grear, that
are likewise justly owing him, and cannot be had and
recovered without some respite of time, and some of
them not without sure, he is very much disabled to
make present payment unto us the said Creditors, of
our whole and just debt, as he seemeth willing and
desirous. In consideration whereof, he instantly de-
sireth and requireth, that we the said Creditors, and
every of us, will be pleased to give and grant unto the
said, &c. such liberty and respite of time, for the pay-
ment and satisfaction of our several debts, as he think-
eth reasonable, for the obtaining, getting and reco-
vering of his said debts, viz. that we and every of us
would be contented to take, and accept our said whole
debts, in three equal parts to be divided, and to be paid
at 3 several payments in manner and form following,
viz. the first payment thereof to be one equal third
part of the said whole debt, and to be made on the, &c.
the other two third parts thereof residue, to be divi-
ded into 4 equal parts, and to be paid at 4 six months
then next following, viz. on the, &c. one equal part
thereof, namely the other two, and one other 4th part
thereof, residue on the, &c. in full payment and satisfac-
tion of the said several debts; & for the more sure per-
formance of the said several payments aforesaid, in
such manner and form as is above limited & declared,
according to the intent and true meaning of these pre-
sents.

he the said L. M. shall and will at or before the, &c. become bound unto us, and every of us the said Creditors respectively, by one obligation in due form of Law to be made, with condition including all and every the said payments in such sort as is above limited, at some convenient place or places within the City of London, by every of us the said Creditors to be nominated and appointed, and the penalty of every obligation to be double the whole sum included in the condition of the same to be delivered to us, and every of us, our, &c. at or before the, &c. next ensuing the date hereof. Know ye therefore, That we the said Creditors, whose names are here under-subscribed, and every of us for his own part, and for his own, &c. for the consideration above-specified and expressed, do by these presents willingly consent, covenant, promise and agree to and with the said L. M. his, &c. by these presents, that we the said Creditors and every of us, our, &c. respectively, shall and will accept and take of the said L. M. his, &c. all and every the said several debts and sums of money by the said L. unto us and every of us owing and payable upon such obligation and obligations, assurance and assurances, as aforesaid, to be paid in such manner and sort, and at such dayes and times, as is above-limited and required: And further, That we the said Creditors, and every of us, our and every of our, &c. respectively, upon the delivery of the said obligation unto us, and every of us, our and every of our, &c. shall and will at the charge of the said L. M. his, &c. seal, subscribe, and in due form of Law deliver unto the said L. M. one sufficient general acquittance to be rendred by him the said L. M. his, &c. and to bear date and limitation before the day of the date of the said new obligation to be made for the same debt, and also for and upon every payment made
ac.

according to the limitations aforesaid, and the intent and true meaning of these presents, at the like charge of him the said I. M. his, &c. shall and will seal and deliver unto the said I. M. one sufficient acquittance to be rendred by him the said I. M. his, &c. testifying every such payment, as aforesaid, for the better discharge of him the said I. M. his, &c. and every of them in that behalf. Provided alwayes, and upon condition nevertheless that these presents, nor any promise, agreement, matter or thing herein contained, nor any act or thing acted by us, or any of us, or formerly done, knowledged or suffered touching the premises, or to be done, knowledged or suffered, shall be of any force or effect, to bind or charge us, or any of us the said Creditors, who have or shall herunto agree, seal and subscribe, unless all, and until all and every the rest and every of us the same Creditors above-mentioned, do and shall likewise before the, &c. now next coming, subscribe, seal and deliver these presents, in due form of Law, according to the intent and true meaning hereof, any thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

A Letter of Licence.

TO all to whom, &c. We M. A. and R. B. Creditors of, &c. Citizen and Mercer of London, send greeting. Whereas the said N. C. the day of the date hereof is indebted, and doth owe unto us the said Creditors, divers sums of money, which by reason of some losses unto him hapned, and divers bad debts owing unto him, as he informeth us, he is not able presently to satisfy and pay, as he willingly would, but requireth our favour and respite of time for payment thereof: Therefore know ye, That we the said Creditors above-named, and every of us, moved

ved with compassion, and the desire which the said M. hath to and for the contentation of our said debts, Have given and granted, and by these presents do give and grant unto the said N. C. our full and whole licence, liberty and safe conduct as much as in us is, so also he the said N. may safely come, go and resort unto us, and every of us his said Creditors, to compound and take order with us, and every of us, for our and every of our said several debts, without any let, trouble, sute, arrest, attachment, or other impediment to be offered or done to him the said N. his wares, goods or merchandizes, or any of them, for and during the time and space of one whole Month, next ensuing the date of these presents, and if it happen the said M. N. in his person, goods, wares or merchandizes, or any of them, within the said term of one Month next coming after the date aforesaid, by us, or any of us the said Creditors, or by any person or persons by or through the Commandment, will, procuring, partnership, consent or knowledge of us or any of us, against the tenor, form and effect of this our present writing of safe conduct, in any wayes to be arrested, sued, impleaded, vexed, hindered or attached, and thereof be not forthwith delivered or defended, and then he the said M. N. his heirs, executors and administrators, shall be by vertue of these presents for evermore clearly acquitted and discharged against him or them of us, by whom he the said N. shall, contrary to the form, effect and true meaning of this our present writing and safe conduct, be attempted, vexed, sued, attached, arrested or hindered, and thereof not forthwith released or defended, as aforesaid, of all manner of actions, sutes, debts and demands whatsoever they be, from the beginning of the world, until the day of such arrest, sutes, attachment or hindrance. In witness, &c.

Another Letter of Licence.

TO all, &c. We whose names, &c. whereas A. B. &c. in
 divers several sums of money to us severally is in-
 debted, and hath not wherewithall to satisfie us at pre-
 sent, and we and every one of us, minding to grant unto
 him favour and respite, for the payment of the same:
 Know ye, That we the said Creditors, and every one of
 us, being moved with compassion, and fully resolved of
 the good-will and desire which the said A. B. hath to see
 the said several debts, duties and sums of money satisfi-
 ed and paid, Hath given and granted, and every one of
 us for his own proper debt and duty, part and portion
 severally. Have given and granted, and by these pre-
 sents, &c. unto the said A. B. by whatsoever name, fir-
 name or addition he be called or known, sure, full and
 free liberty, licence and safe conduct, as much as in us
 severally is, in such sort as the said A. B. with all his
 goods, chattels, debts, duties, and other things whatso-
 ever, freely, peaceably and quietly, at his own free
 choice, election and pleasure, shall or may go, come, a-
 bide and sojourn, pass and repass at all and every time
 and times, from the day of the date hereof, during the
 term and space of three whole years now next coming,
 and fully to be compleat and ended. And we the said
 Creditors, all and every one of us severally, for himself,
 his, &c. do and doth severally covenant, promise and a-
 gree, That we the said Creditors, or any of us, or any
 other person or persons, for us, or any of us, or by our
 or any of our authority, assent, consent or procure-
 ment, the said A. B. or any of his goods, chattels, or
 any other thing or things of his, shall not, or will not
 in any wise sue, arrest, implead, attach, imprison,
 condemn, trouble or molest, for or concerning satis-
 faction

satisfaction or payment, to be made unto us, or any of us, of our said several debts and duties, or of any part or parcel thereof, or for any other matter or thing whatsoever, which we, or any of us can or may have, pretend or demand, of, for or against the said A. B. or to find or provide for us any other Sureties or Security, for the satisfaction or payment of the said several debts and other things, or any of them, or any part or parcel thereof, other than all or every one of us now severally have or hath for the same, during the term aforesaid. And further, we, all and every of us Creditors aforesaid, are agreed and contented, and do covenant, &c. that if it happen at any time or times, he the said A. B. during the term aforesaid, in or by his body, goods or chattels, by us or any of us, or by our, &c. contrary to the true meaning of, &c. to be any wayes, &c. sued, &c. the said A. B. his, &c. shall be for evermore by these presents clearly acquitted, &c. against him or them of us, by whom he or they shall contrary and against the tenor, form and effect of these presents, be sued, arrested, &c. of and from all manner of actions, suits, quarrels, challenges, debts, &c. In witness, &c.

A Declaration upon a Bond made in a third persons name in trust.

TO all, &c. I. &c. send greeting. Whereas C. and E. by their obligations, &c. recite the Bond. Now know ye, that I the said I. do hereby acknowledge and confess, that although the said Bond is made and taken in my name, yet nevertheless it is so taken only upon trust and confidence in me reposed by I. L. of, &c. and E. his wife, and to and for the uses, intents and purposes hereafter mentioned, that I do say, that he the said I. L. shall have, receive and take

the use and benefit of the said 300 l. during the
 years natural lives of them the said J.L. and E. his
 wife, and that the said principal sum, with the in-
 terest thereof, after the decease of either of the said,
 &c. is to remain, and be to and for the use of the
 Survivor of them, and for no other end or purpose.
 In witness, &c.

*A Declaration (by a wife) concerning the disposition of
 a sum of money according to a power reserved
 to her by her Husband, before Mar-
 riage, well penn'd.*

TO all Christian people, to whom this present writ-
 ting duplicate indented shall come, I E. T. Wife
 of R. T. of the Parish of, &c. in the County of S. send
 greeting. Whereas by an Indenture tripartite, made
 the 12th. day of May in the 16th. year of, &c. between
 the said R. T. by the name of R. T. Citizen and Sal-
 ter of London of the first part, and me the said E. by
 the name of E. M. Widow of the second part, and
 W. H. of the said Parish of S. O. in S. aforesaid,
 Distiller, T. S. of the Inner Temple, London, Gent.
 J. A. of L. Clerk, and N. M. of the Parish of, &c.
 aforesaid, Clerks of the third part; in consideration of
 a Marriage then shortly after to take effect between
 him the said R. T. & me the said E. it appeareth, that
 at the time of the making of the said Indenture, it was
 then indented, concluded and agreed betwixt him the
 said R. T. and me the said E. that I the said E. or any
 other person or persons, whom I shall think good,
 nominate or appoint (notwithstanding the said Mar-
 riage shall take effect) should and might have the full
 and free disposing of the sum of one thousand pounds
 of lawful money of England, and of the benefit and
 profit thereof, and of every part thereof, from time to
 time,

times, and at all times ensuing the said marriage, and to that end, intent and purpose, he the said R. T. by the said Indenture did for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said W. H. T. N. J. A. and N. M. and every of them, and the executors and administrators of them and every of them, that he the said R. T. his executors, administrators or assigns, or some or one of them, should well and truly satisfy, pay and deliver, or cause to be satisfied, paid and delivered unto the said W. H. T. N. J. A. N. M. or to the Survivors or Survivor of them, or to the executors, administrators or assigns of such Survivors or Survivor, the full sum of a thousand pounds of lawful money of England, upon or before the first day of May, which shall be in the year of our Lord God 1636. if I the said E. shall be living on the said first day of May, or within two years next after the death or decease of me the said E. or within three months next after the death or decease of the said R. T. at such of those cases which shall first and next happen, come or ensue after the date of the said Indenture, to be employed and disposed of to such person and persons, and to and for such use, uses, intents and purposes, according as I the said E. should at any time or times then following, during my life, think good, order, appoint, give, limit, devise or dispose of the same, or any part or parts thereof, or otherwise, according to the intent and true meaning of the said Indenture. And it was hereby further covenanted, granted, concluded and agreed upon, by and between the said parties to the said Indenture, and the said R. T. do thereby for himself, his heirs, executors and administrators, and for every of them, covenant, promise and grant, to and with the said W. H. T. N. J. A. and N. M. and every of them, and the executors and

admini

administrators of them, and every of them, that the
 summe of one thousand pounds, and every part
 and parcel thereof, should or might from time to
 time, be quietly had, taken, received and enjoyed,
 unto and by such person and persons, whom I the said
 B. should at any time or times during my life think
 good, take, give, devise, order, appoint or dispose
 of the same one thousand pounds, or any part or parts
 thereof, either by my last Will and Testament in
 writing, or by any writing, purporting or intend-
 ing to be my last Will and Testament, or by any
 other writing to be signed with my hand, or to which
 my mark should be put, in the presence of two or
 more credible persons as witnesses thereunto, as in
 and by the said Indenture, among other covenants,
 at large appeareth, which marriage (by the grace of
 God) fithence the making of the said Indenture, was
 solemnized and consummated, and no declaration
 hath been by me made, concerning the dispo-
 sing of the said one thousand pounds, or any part
 thereof, when it shall be due and payable; Now this
 present writing witnesseth and declareth, that I the
 said B.T. hereby express my will and mind con-
 cerning the said one thousand pounds, when it shall
 become due, or be paid as aforesaid, to be as follow-
 eth, that is to say, If my said husband R.T. be then
 living, and will become bound for himself, his heirs,
 executors and administrators, by three several obli-
 gations, of one thousand Marks apiece, unto them
 the said W.H. T.N. J.A. and N.M. or the Survi-
 vor or Survivor, or any of them, or the execu-
 tors and administrators of such Survivors or Survi-
 vor respectively and severally, conditioned for the
 payment unto them of three several equal parts of
 the said one thousand pounds, at the three such se-
 veral & respective times or days, as my three children

by my former husband shall attain to the ages hereafter mentioned, that is to say, K.M. unto the age of twenty years, and F. and W.M. shall attain or come to their several ages of twenty and one years, that then the said W.H. T.N. J.N. and N.M. and the Survivors and Survivor of them, and the executors and administrators of such Survivor, shall upon such obligations entered into, as aforesaid, quietly suffer him the said R.T. to detain in his hands the said one thousand pounds, and every part thereof, until such several dayes and times, as the same shall be payable by the several conditions of the said Obligations, so to be entered into by him, as aforesaid, without paying or allowing any interest or consideration for the same, and the said one thousand pounds, so payable by such obligations or conditions, of them, and by me dispensed with as aforesaid, or otherwise sooner payable by the said recited Indenture, if my said husband shall die, within three months after his death, (in which case of the death of my husband, I do give no manner of dispensation for the payment thereof,) I do hereby also concerning the same express, assign and appoint (if I shall not otherwayes hereafter declare and appoint) that is to say, that the said one thousand pounds (and the whole proceed thereof, not disposed of, as aforesaid) shall be, come and redound, to and for the use and benefit of my said three children, for them severally and respectively to have and receive immediately after and upon their several ages above-mentioned; by such several and equal third parts, as aforesaid. Provided always, and it is my meaning, and I do hereby appoint, that if any of my said children shall happen to die before any of their several and respective ages above mentioned, that then such third part of the said thousand pounds, as should otherwise have been payable unto such child, shall remain and be paid by

portions unto the Survivors of them ; and if one of them only survive, and the other two both of them happen to dye before such their several ages, then both the parts hereby allotted unto them, shall wholly accrue and come unto such surviving child only. And if all my said children shall dye before they come to their said several ages, then my will and meaning is, that the said one thousand pounds, and the whole proceed thereof, shall come and be paid unto my loving husband before-named, his executors, &c. if I shall not otherwise hereafter dispose of the same, according to the power and authority to me reserved, given and appointed by the said recited Indenture. In witness, &c.

An Indenture reciting a Lease for year, and a Grant of a reversion upon a trust, to several uses, reserving power to make Leases, and to revoke the trust.

THIS Indenture made, &c. between A.B. and C.D. of the one part, and E.F. and G.H. of the other part, witnesseth, That whereas the said A.B. and C.D. by their Indenture bearing date, &c. made between the said A.B. and C.D. of the one part, and the said E.F. and G.H. of the other part, did bargain and sell unto the said E.F. and G.H. their executors, administrators and assigns, all that, &c. to have and to hold all and singular the said Mannor, messuages, lands, &c. unto the said E.F. and G.H. their executors, administrators and assigns, from the Feast of St. Michael the Arch-angel last past, before the date of the said recited Indenture, unto the full end and term of one whole year from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore unto the said A.B. and C.D.

their heirs and assigns, the rent or sum of 5 s. of lawful money of England, on the Feast day of the Nativity of St. John Baptist now next ensuing, as by the said Indenture may more better appear; by virtue whereof, and of the Statute for transferring of uses into possession, the said E.F. and G.H. were and yet are possessed of the said Mannor, lands, tenements and hereditaments, with all and singular the premises, with their appurtenances. Now this Indenture further witnesseth, that the said A.B. for divers good causes and considerations him thereunto moving, and the said C.D. by expresse direction and appointment of the said A.B. hereby testified, have granted, released and confirmed, and by these presents do grant, release and confirm unto the said E.F. and G.H. their heirs and assigns, all and singular the said Mannors, messuages, lands, tenements, mills, hereditaments and premises, before in these presents particularly mentioned, or which in and by the said recited Indenture were bargained and sold, or meant, mentioned or intended to be hereby bargained and sold to them the said E.F. and G.H. as aforesaid, with all and every of the appurtenances, together with the said rent of 5 s. hereby reserved, and the reversion and reversions, remainder and remainders of all and singular the said Mannor, messuages, lands and premises, and every of them, and every part and parcel thereof, and all their and either of their estates, right, title, interest, use, possession, reversions, remainders, claim and demand whatsoever, of, in and to the said Mannor, messuages, mills and premises, and every of them, and every part and parcel of them; To have and to hold all and singular the said Mannor, &c. & every of them, with their and every of their appurtenances, unto the said E.F. and G.H. their heirs or assigns, to the full

several uses, intents and purposes hereafter in these presents mentioned, that is to say, to the use and behoof of the said A.B. during his natural life, without impeachment of any waste, and with liberty and power to commit any waste, and after his decease to the use and behoof of J.B. now Wife of the said A.B. and the said E.F. G.H. and C.D. their heirs and assigns for ever, upon special trust and confidence that they the said J.B. E.F. and G.H. or the Survivor or Survivors of them and their heirs, shall and will make sale of all the said Lands and premises to the best advantage, and to dispose of all such sum and sums of money which shall be raised hereby, in such manner, and to such purposes as the said A.B. shall in his life time, by any writing to be by him subscribed and sealed in the presence of two credible witnesses or more, by his last Will and Testament in writing, declare or appoint. Provided alwayes, and it is hereby agreed, by and between all the parties to these presents, and by them declared to be their true intent and meaning, that it shall and may be lawful to and for the said A.B. at any time or times during his natural life, to make any demise, lease or grant, demises, leases or grants by Indenture or Indentures, of all or any part of the said Mannor, messuages, &c. either in possession or reversion, or otherwise, to any persons whatsoever, for any term or terms of years, or for the life or lives of any one or more person and persons, or for any term or terms of years determinable upon the death of any one or more person or persons, or for any other term or terms whatsoever, with or without any rent or otherwise howsoever, as by the said A.B. shall be thought fit and convenient, and that from and immediately after the making of such demise, lease or grant, demises, leases or grants, the said E.F. & G.H. and their heirs,

during the life of the said A. B. & after his death, they the said J. A. E. F. G. H. and C. D. and the Survivor or Survivors of them, and their heirs, shall stand and be seized of such part, or so much of the said Mannor, messuages, lands, tenements and premises, as shall be at any time or times hereafter leased or demised, as aforesaid, to the use of such person or persons respectively, to whom the same, or any such demise, lease or grant shall be so made, of such estate, term and interest; and in such manner and form as the same shall so happen to be leased or demised, according to the true meaning of these presents, and of every such demise and lease, so that such lessees or grantees, during his or their several lease or leases, grant or grants, or interests, do pay, or cause to be paid the rents or sums of money reserved or appointed to be paid, and expressed in and by the Indenture of his or their said lease or grant to such person or persons, to whom the same from time to time shall by the purport and true meaning of these presents belong or appertain, according to the purport and true meaning of the same leases, anything before in these presents contained to the contrary thereof in any wise notwithstanding Provided also, and it is further agreed by and between all the parties to these presents, and by them declared to be their true intent and meanings, that if the said T. G. shall at any time during his natural life be minded to alter, change or make void all or any the use or uses, trust or trusts hereby declared, or any of them, and shall to that purpose by any writing to be by him sealed in the presence of two or more credible witnesses, declare and signify such his mind and intention, that then and from thenceforth, from and after such signification and declaration so to be made, as aforesaid, such of the uses and trusts hereby limited, of, for and concerning

...the said lands and premises, and the profits of
 them or of or concerning such part, and so much there-
 of, concerning which such declaration shall be made,
 shall cease, determine and become utterly void, fru-
 strate and of none effect, & that then and from thence-
 forth the said E. F. and G. H. and their heirs, shall
 stand and be seized thereof, or of such part thereof,
 concerning which such declarations shall be made, to
 and for such uses, or such declarations shall limit, de-
 clare and appoint the same; and for default of such
 declaration or limitation, then to the use, benefit and
 behoof of the said T. G. his heirs and assigns, and to
 and for no other use, intent or purpose whatsoever,
 any thing before herein contained to the contrary
 thereof in any wise notwithstanding.

Memorandum, that after the sealing and delivery of
 the bargain and sale within-mentioned, by the said
 A. B. and C. D. to the within-named E. F. and G. H.
 and after that the said E. F. and G. H. had accepted
 of the said bargain and sale, and had sealed and
 delivered the Counterpart thereof, as their act and
 deed, then this present deed was sealed and delive-
 red by the within A. B. and C. D. in the presence of,
 &c.

*An Assignment and Letter of Attorney of several
 Bonds.*

TO all Christian people, to whom these presents
 shall come, I T. G. of, &c. send greeting, whereas
 T. E. of, &c. L. H. of, &c. & Sir W. H. of, &c. in and by
 their obligations, bearing date the, &c. do stand joyn-
 ly and severally bounden unto me the said, &c. in the
 summe of 800 l. with condition thereupon endorsed
 for the payment of 406 l. on the thirteenth day of
 December

December, then next ensuing the date of the said Obligation, at or in the then dwelling house of W. C. &c. and whereas also T. B. Esquire, Sir E. S. Knight, and Sir T. M. Knight, in and by their Obligation bearing date the, &c. do likewise stand bound unto me in the summe of 600*l*. with condition thereupon endorsed for payment of 310*l*. on the nineteenth day of November then next ensuing the date of the said Obligation, at or in the, &c. and whereas also, &c. in and by the said several recited Obligations more at large it doth and may appear. Now know ye, that I the said T. G. for divers good and valuable considerations me hereunto especially moving, have granted, assigned and set over, and, &c. to W. P. of the Middle Temple, London, Gent. all and singular the bonds and debts aforesaid, and have made, assigned, constituted and ordained, and in and by these presents, do make, assign, constitute and ordain the said W. P. my true, lawful and irrevocable Attorney in my name, but to the only proper use and behoof of him the said W. P. his executors and administrators, to ask, demand and receive of the said several Obligors bound by the said recited Obligations, the said several sums of money in the said recited conditions mentioned respectively, giving, and by these presents granting unto my said Attorney full power and authority, if need shall be, to sue, arrest, attach, implead, condemn and imprison the said parties Obligors, and every of them, and their and every or any of their bodies, goods and chattels in execution to take, and out of execution to deliver, either upon satisfaction, composition, or otherwise, at the will and pleasure of my said Attorney, acquittance or any other discharges in my name to seal and deliver, Attorney or Attorneys, one or more under his the said W. P. his executors or administrators, to make.

substitute and revoke, and generally to do, manage, prosecute and determine all and every matters and acts, thing and things whatsoever, which is or about the premises, or any part thereof, shall be useful, necessary or convenient, as fully, wholly and effectually, and in as large and ample manner and form, to all intents and purposes, as I the said T.G. my executors and administrators, might or could do personally without any account thereof to be yielded to me, my executors or assigns; and whatsoever my said Attorney shall do or cause to be done, in, about or concerning the premises, I do by these presents ratify, confirm and allow the same, and also do for my self, my executors and administrators covenant, &c. to and with the said W.P. his executors and administrators, that the said recited Obligations and every of them, now are and stand in full force and effect, and that neither I, my executors and administrators shall nor at any time hereafter acquit, release or discharge them, nor any of the moneys due upon the aforesaid Obligations, or any of the said parties Obligors bound in and by the said recited Obligations, or any of them, their or any of their executors or administrators, or any of them, of and from the same, or the sums of money in them or any of them mentioned, or any part thereof, without it be by the consent of the said W.P. his executors or administrators in writing. And further, that I the said T.G. my executors and administrators, shall and will ratify, confirm and allow all such lawful actions and suits, and other things whatsoever, as he the said W.P. his executors, administrators or assigns, or any of them, shall at any time hereafter bring, sue, commence, prosecute or proceed in or against the said parties Obligors bound in or by the said recited Obligations, or any of them; And lastly, that I, my executors

tors or administrators, shall upon every reasonable request of the said W.P. his, &c. give to the said W.P. his, &c. such further letter or letters of Attorney, and power for the receiving & recovery of the debts aforesaid, and every of them, as by the said W.P. his executors or administrators shall be reasonably demised and acquired.

A Condition upon the granting of a roties quoties for Replevin.

VHereas the above-named G.S. by vertue of his office, as steward of the Mannor of S. above-named, hath granted forth a precept for the replevying and delivering of one bay Gelding of the goods and chattels of the above-bound G.S. unto him the said G. being now impounded by N. out of his lease of ground in, &c. and also to replevy the said Gelding of the said G. so often as he shall be impounded by the said N. or any of them; Now therefore the condition, &c. that if the said G.S. with effect do prosecute the said action, and all other such actions as shall be brought by him for the impounding of the said Gelding, and return the same so oft as return by Law thereof shall be adjudged, and him the said G. from time to time, and at all times hereafter, do and shall well and truly save, defend and keep harmless and indemnified against all men for and concerning the granting of the said Replevin, that then, &c.

A Condition that a Lords Bayliff shall give a true account of his Bayliffship.

THe Condition, &c. That whereas the Right Honourable, &c. hath constituted and appointed the above-bound J.S. to be Bayliff in his Mannor of, &c. and Collector of his rents, revenues, perquisites, and

and profits there, during his Lordships pleasure; if
 therefore the said J. H. by himself, or his sufficient de-
 puty, do and shall from time to time, for and during
 his continuance and exercise of and in the said place
 and office, demean himself therein, without voluntary
 concealment, fraud or deceit, towards his said Lord-
 ship, and do and shall yearly, during such his continu-
 ance and exercise at the audits to be kept for his said
 Lordship, yield and make true and just accompts to
 the auditor for the time being, of the said Manor and
 premises, and also make current payment and satisfac-
 tion to his receiver of the premises for the time being,
 or other officer or officers in that behalf to be autho-
 rized and appointed, at or before every such audit and
 audits, of and for all and every such sum and sums of
 money, rents, revenues, fines, issues, goods, chattels,
 profits and perquisites as then shall have come to the
 hands of the said J. S. his deputy or deputies, or as he
 or they ought justly to be charged withal to his said
 Lordship, for or in respect of the said office or place,
 that then, &c.

*A Condition to pay childrens Portions and shares of
 their deceased Fathers estates.*

THE Condition: That if the above-bound R. Y. his,
 &c. pay and deliver, or cause to be paid and deli-
 vered unto the above-named W. E. and M. natural
 children of the above-named N. late of R. aforesaid,
 their late father deceased, their several filial portions,
 or childhs parts of the goods and chattels of their said
 late father deceased, according to the Inventory there-
 of, and also accompt and render unto them their
 just shares of all other their rights due unto
 them by vertue of the last Will and Testament of
 their said father, when they come to the full age of
 twenty

twenty one years, or happen to be married; and also honestly, according to their degrees educate, and bring up the said children, during the time of their nonage, with meat, drink, apparel and learning; and if it happen any of the said children to dye before they come to full age, or to be married, then if the said R. Y. do content and pay the portion, and other rights of him, her or them so dying, to whom the Law shall appoint the same to be paid, or who by proximity of blood ought to have it, and also save and keep harmless the above named, &c. Commissary, and all other the officers, that then, &c.

A Condition that the Heir shall make no claim.

THE Condition, &c. that whereas R. G. of, &c. father of the above-bound R. is possessor of one messuage or tenement, and certain customary Lands thereunto belonging, holden of the Right Honourable, &c. as of the Mannor of, &c. called or known by the name of, &c. now in the occupation of, &c. out of which messuage or tenement is issuing the yearly rent of, &c. and whereas the said R. the son, for and in consideration of a certain competent sum of, &c. to him the said R. by the said J. well and truly contented and paid, whereof and wherewith the said R. acknowledgeth himself fully satisfied, hath granted and agreed that the said J. (by and with the consent of the said R. the father) shall have and enjoy to his own use for ever, the said messuage or tenement, lands and premises, and all the estate, right, title and interest, which the said R. the son now hath, or at any time hereafter may, might, should or ought to have, of, in and to the same, from, by or under the right, title or interest of the said R. the father, or as heir unto him; if therefore the said R. the Son, his, &c. nor any of them, do not at any

any time hereafter make or cause to be made any claim or demand, of, in or to the said messuage or tenement and premises, or any part thereof, from and after the decease of his said father, but to permit and suffer the said J. G. his, &c. and every of them, to have, possess and enjoy, to his and their own use for ever the said, &c. and every part thereof, without any let or disturbance of or by him the said R. the son, his, &c. or of or by any other person or persons, or by his, their or any of their acts, means, consents or procurements, clearly released, acquitted and discharged of and from all incumbrances whatsoever, by him, them, or any of them had, made, committed or done, or to be had, made, committed or done in any wise, that then, &c.

A Condition to appear before the Justices of Peace, &c.

Condition, &c. That if the above-bound S. T. do personally appear in the custody of the Bayliff within-written, or his deputy, before the Justices, &c. the Monday next after the Nativity of St. John Baptist, at the Town of, &c. to find there before the said Justices, good and sufficient Sureties for the peace, and to behave and bear himself well and peaceably against, &c. and in the mean time keep the peace of the Common-wealth, and from henceforth save and keep harmless the within-named, &c. for and concerning the premises, that then, &c.

*A Condition to suffer ones Wife to make a Will, and to
surrender a Copy-hold to his and her use.*

THe Condition, &c. That whereas there is a Marriage, &c. Now if the said J.F. do and shall after the celebration of the said Marriage, and during the coverture, permit and suffer the F.S. to make her last Will and Testament in writing, or otherwise, and by the same to give and dispose of the goods and chattels, or ready money of him the said J.F. to the value of, &c. or under, at her will and pleasure, to such person and persons, and for such intents and purposes as she the said S. shall by the same Will nominate and appoint; and also if the said J.F. his, &c. (after the said Will shall be so made and published under testimony of sufficient witnesses) do and shall well and faithfully execute and perform the same Will, or suffer the same to be duly executed and performed, according to the intent and true meaning of the said S.F. and also if the said J.F. do and shall at the next Court to be holden for the Mannor of, &c. surrender into the hands of the Lord of the said Mannor, according to the customs of the same, all that his Mansion-house, &c. to the use and behoof of the said J.F. and S.F. for and during their natural lives, and the life of the longest liver of them, and after the decease of the Survivor of them, then to the use and behoof of, &c. that then, &c.

A Letter of Attorney to receive money due upon several Bonds, allowing the Attorney his reasonable charges, and out of that money which he shall receive, to satisfy himself of such moneys as are due to him for him which makes this Letter.

TO all men to whom these presents shall come, W. R. of Tattersel in the C. of Lincoln Yeoman, sendeth greeting. Know ye That I the said W. R. for divers good, sufficient, and reasonable causes and considerations me hereunto moving, but especially for and in respect of certain several sums of money heretofore to me paid by C. H. of T. in the said C. of Lincoln, Gentleman, have authorized, constituted, nominated, made and ordained, and by these presents, do authorize, constitute, nominate, make, ordain, and in my place put in the said C. H. my true, faithful, lawful, undoubted and irrevocable Attorney, from henceforth for me and in my name to ask, receive, gather and take all such sum and sums of money, as are already due, or hereafter shall or may become due unto me the said W. from any person or persons herein hereafter mentioned and expressed; as also all such sum and sums of money as were due unto E. my now wife, in her widowhood, or hereafter may or shall be due unto her by any person or persons whatsoever, & herein hereafter mentioned and expressed, by virtue of any bill, bond, or any other writing or wayes whatsoever, that is to say, to ask, gather, receive and take of A. B. of C. in the C. of E. Yeoman, the sum of Ten pounds of lawful *English* money, due unto me by virtue of one bond or writing obligatory, from the said A. B. to me the said W. R. dated the last day of June last past, before the date hereof, as in and by the condition of the said obligation, reference being thereunto

R

had,

had; more plainly and at large it doth and may appear, and also Forty shillings of lawful English money, from, &c. Then name every particular sum, and set them down according to their several names, sums and dates as they are, and insert these covenants following, as in and by the several conditions of the said bonds, whereunto relation being had, more plainly and at large it doth and may appear: for the recovery of all which said several sums of money, which shall arise or grow due unto me the said W. R. by vertue of any or either of the said bonds, yet in arrears, due and unpaid, I do by these presents give full power and authority unto the said C. H. for me, and in my name, and to my use as aforesaid, to receive, and upon non-payment of them or any of them, to bring, sue and prosecute for me & in my name, all and all manner of actions whatsoever, as well real as personal, and the same to prosecute & follow by sute, arrest, imprisonment, judgment, condemnation, execution or otherwise: And one Attorney or more for the doing of the premises to make, and the same at his will and pleasure to revoke, & new in his or their place to be put, in as large and ample manner as I might do, if the same were by me in proper person done, commenced, sued or taken, to the only benefit and behoof of me the said W. R. allowing to the said C. out of the said sum or sums of money, so by him received, his reasonable, lawful and necessary expences and charges laid out or disbursed in hand or otherwise, in and about the recovery, getting and procuring of the said sums of money, or any of them, with allowance and payment of all such reckonings, sums and sums of money as are due to him the said C. by me the said W. as shall or may appear upon any reckoning, bill, bond or otherwise, under my hand and seal, and by sufficient witness. And I do by these presents covenant, promise and grant, to and with the said C. H.

executors, &c. that I, my heirs and assigns, shall and will at all times hereafter, ratifie, confirm and allow whatsoever my said Attorney shall do, or cause to be done, in or about the premises. In witness, &c.

A Copy of a Lease to try a Title.

THIS Indenture made, &c. between, &c. witnesseth, That the said A.B. for divers good causes and considerations him thereunto especially moving, hath demised, granted, and to farm-letten, and by these presents, doth demise, grant, and to farm let unto the said W.M. all that Messuage or Tenement with the appurtenances, situate and being in N. aforesaid, and all Houses, Edifices, &c. now or late in the tenure or occupation of C.D. or his assigns, To have and to hold the said Messuage or Tenement, and premises, with the appurtenances, before by these presents mentioned to be demised, &c. for 3 years or more, &c. yielding and paying &c. being lawfully demanded: Provided alwayes, and upon this condition, that if the said A.B. his executors, administrators or assigns, or any of them, do well and truly pay, or tender, or cause to be rendered or paid to the said W.M. his executors, administrators or assigns, at any time, during the continuance of this present demise, the sum of 12 d. of lawful *English* money, that then & from thenceforth this present Indentures, and every article & thing herein contained, shall be utterly void, and of none effect: And that then also, and from thenceforth it shall and may be lawful to and for the said A. B. his executors, administrators and assigns, or any of them, into the said Messuage or Tenement, and premises, with the appurtenances, and in every part and parcel thereof, to re-enter, and the same to have again, repossess and enjoy, as in his & their former estate, any thing in these presents contained to the contrary thereof.

containing in any wise notwithstanding. In witness whereof, &c.

A Discharge made to the Sheriff (for a Prisoner) from him to whom the Prisoner is indebted.

K Now all men by these presents, That I A. B. of C. in the C. of L. have remised, released, acquitted and discharged, and by these presents do for me, my heirs, executors, administrators and assigns, remise, release, and fully and absolutely acquit and discharge T. I. high-Sheriff of the C. of L. aforesaid, and I. B. his Under-Sheriff, their heirs, executors and administrators, of and from all and all manner of escapes, as well voluntary as negligent, and of and from all actions, cause and causes of actions, for or concerning the enlarging or setting at liberty of the body of I. S. taken at my, surety verue of a *Capias ad satisfaciendum* to the said Sheriff directed of 8 l. debt, and 15 s. costs of surety, returnable in the Court of Common-pleas, in Hilary Term last past, and I the said A. B. do hereby discharge the said Sheriff from all actions, reckoning, duties and demands whatsoever, concerning the executing of the said *Capias ad satisfaciendum*. In witness whereof, &c.

An Indenture of Partition, where two have taken a joint Lease of Messuage and Lands, &c.

T His Indenture made the 5 day of June, in the year of our Lord God, according to the account used in England, One thousand, six hundred, fifty and one, between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas the said A. B. and C. D. do hold jointly for term of certain years, yet during and untill expired, all that messuage, tenement or farm-house called, &c. situate in B. in the County of, &c. & all houses

edifices, buildings, barns, stables, orchards and gardens thereunto belonging, with their appurtenances, and also all those several Closes of arable Land, called or known by the name of, &c. and containing by estimation, &c. and all that great meadow, situate, &c. containing, &c. and all those parcels of Cow-pasture, next adjoining to, &c. called, &c. and containing &c. And all that parcel of wood-ground called B. wood, with divers other parcels, with all and singular profits & commodities thereunto belonging or appertaining, by one Indenture or demise, bearing date the, &c. made between W. L. of, &c. Gent. of the one part, and the said A. B. and C. D. of the other part, yielding and paying therefore the yearly rent of, &c. at two usual dayes of payment in the year, that is to say, &c. by equal portions: And the said A. B. and C. D. do thereby covenant to pay the said rent of, &c. in manner, &c. and also for and during the said term to repair the said Messuage, and all other the premises, as also the hedges, ditches and mounds belonging to the demised premises, and at the end of the said term, do covenant to leave the same well and sufficiently repaired into the hand of the said W. L. his, &c. as in and by the said Indenture of demise, relation being thereunto had, it doth and may more fully and at large appear.

Now this Indenture witnesseth, That the said A. B. and C. D. have with their full and whole consent, and by and with the advice and assistance of E. F. of, &c. and G. H. of, &c. by them respectively chosen for that purpose, made an equal division and partition of the said demised premises, into two equal parts or moieties, to the end, intent and purpose that the said A. B. and C. D. and their several and respective executors, &c. may have, hold, occupy, possess and enjoy the said equal parts and moiety of the said demised premises, during the remainder of the said term, in manner and

form following; that is to say, that he the said A. B. his executors, &c. shall and may during the remainder of the said term, have, hold, and enjoy the moiety, partition or half-part of the said Messuage or Tenement, Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands and Premises, as the same are divided and set apart, as aforesaid; that is to say, all those several Rooms situate at the West end of the said demised Messuage, called by the names of the, &c. the, &c. the, &c. and all that great barn situate at the, &c. and all that, &c. (so naming every parcel, as allotted) in full recompence of his due part and portion between them, of the said demised premises; and that the said C. D. his executors, &c. shall during the remainder of the said term, have the other moiety, partition or half-part of the said Messuage or Tenement, Houses, &c. as the same are divided and set apart, as aforesaid, that is to say, all those several Rooms situate at the East end of the said Messuages, &c. (as above named the parcels) in full recompence of his due part and portion between them of the said demised premises; *To have and to hold*, to either of the said parties, their executors, &c. severally, as is aforesaid, from the day of the date hereof, unto the full end and term of, &c. And it is covenanted, granted and agreed by and between the said parties, that the said yearly rent of, &c. to be due to the said W. L. or his assigns, from time to time during the continuance of, &c. shall be equally paid between them the said A. B. and C. D. their executors, administrators and assigns, as tenants of the said demised messuage and other the premises, from time to time, during the said term, either of them for the said part and portion allotted, as is aforesaid. And the said A. B. for him, his heirs, doth covenant, promise and grant, to and with the said C. D. his, &c. to save, defend and keep harmless and indemnified the said C. D. his executors, &c. of and from

from all prejudice, loss or damage which shall happen or come unto him the said C.D. his, &c. for or by reason of any breach of any of the covenants and agreements specified and comprized in the said Indenture of Lease, or other thing whatsoever which shall or may be had, made, done, committed, omitted or suffered by him the said A.B. his, &c. for or in respect of his said moiety, or half, part of the demised premises, or any part thereof: And the said C.D. hath for him, his, &c. covenant, promise, grant and agree, to and with the said A.B. his, &c. *ut supra.*

And for the true keeping, performance and observation of all and singular the said partitions, covenants, conditions, payments, agreements and articles herein before expressed, either party bindeth himself, his heirs, executors and administrators, to the other by these presents in the sum of, &c. In witness, &c.

Judge Cook his Articles which the Chief Constables of every Hundred are to observe and answer unto at the beginning of every Assize, viz.

1. *Item*, what Felonies have been done within their Hundred from the Assizes next before, against whom, and at what time, and wherefore, and what pursuit hath been made for the Felonies, and in whom default of pursuit of Felonies hath been?

2. *Item*, what vagrant and suspected persons have been apprehended within that time within their Hundred, and what hath been done with them, and by whose default any such persons have escaped from apprehension, and how the watches have been kept in every Township, between the *Ascension* and *Michaelmas*?

3. *Item*, what Recusants are within their Hundreds, and come not to the Church according to the Law?

4. *Item*, what decay of Houses, Husbandry, hath been since the beginning, &c. within their Hundreds,

which had twenty acres of land, meadow and pasture, to them, when decayed, and by whom?

5. *Item*, what grounds within your Hundreds that have been used to be tilled ordinarily, any twelve years since the beginning, &c. been turned from Tillage to Pasture, by whom, and when?

6. *Item*, how many Ale-houses be in that Hundred, and in what places, and where they be? how many be licensed, and by whose licence, how many without licence, and who they be, and whether punishment have been done to the offenders, according to the Statute?

7. *Item*, whether such Ale-houses as are licensed, do observe the articles prescribed to them?

8. *Item*, who have made any ingrossing, forestalling, or regrating within their Hundred, and whereof, and where put in sure?

9. *Item*, who they be that make Mault to sell, of Corn not being of their own tilth or rent-corn, nor being licensed thereunto, according to the Statute lately made?

10. *Item*, to observe and answer how Vagabonds are taken up and punished, and to see how the impotent poor are provided for, without being suffered to wander abroad for relief out of the Parish.

11. *Item*, you shall inquire of what value and sufficiency of estate and discretion, the Petty Constable is within every several Town within this County, that hereafter no man be admitted to be a Petty Constable, except he be a Subsidy man, and of good understanding.

12. *Item*, you shall inquire and present all Masters that shall retain their servants out of the general petty Sessions, or give greater wages than shall be set down by the Justice, and whether the petty Sessions be kept at the times accustomed, so as none may

retained but in petty Sessions; except it be in cases of necessity, and then the said retained to be known unto the Chief Constable of the Hundred, and to be entered into their book.

13. *Item*, you shall give warning to every Petty Constable, that every one in his or their several Parish or limits do take heed that no cottage be newly builded, that every Constable when he shall see any stufte or stone, clay or timber provided by any inhabitants within his Parish, and minded to build a cottage, shall speedily give notice thereof to the Justices of Peace for that limit, that the said Justices of the Peace may take present order for the suppressing thereof.

14. *Item*, if any Lord or free-holder, out of his private devotion, or otherwise, shall build or erect any cottage, not laying thereunto four acres of land, according to the Statute, then the Justices of the Peace shall take order, that the said Lord or free-holder shall maintain the poor that shall inhabit in the said cottage; and if the said Lord or free-holder shall refuse so to be ordered, then the said Justices of the Peace shall take recognizance of such Lord or free-holder, for their appearance at the next Assizes, and general Goal-delivery, to answer for his refusal and contempt, as for the building of the said cottage.

15. *Item*, you shall make diligent inquiry, what unlawful games, drunkenness, whoredom, incontinency, evil life and other disorders, be committed by Masters of households in their several families, or by their children or servants for want of good government of the householders, and to present the same for that upon the good ordering of private Families, the Commonwealth doth depend.

16. *Item*, you shall make diligent inquiry, what servants before the time they were retained to serve, were turned out of service, and for what cause the servant

vant is so turned away; for that whereby many become Rogues, and idle persons, and to prevent the same, to the end Masters may be punished for such offence, according to their demerit in that behalf.

17. *Item*, to inquire of, all Purveyors and Poulterers which buy any victuals, and sell the same again at unreasonable rates.

18. *Item*, to inquire of, all Dove-houses erected or maintained by any not being Lord of the Mannor, or Parson of the Town.

Points of Law by R.O. concerning Lord and Tenant, &c.

1. **I**F the Lord take away any part of the demised premises, and exclude the tenants by walls, &c. it is an extinguishment of his Rent.

2. If a Landlord covenant with his Tenant to rebuild any Room, and do not, whereby the Tenant receiveth loss, the Tenant may have an Action upon the Case, upon his Paroll-covenant, wherein he may recover what he can prove himself damaged.

3. If the Landlord hath manure lying in the ground of the Tenant, and except it not at the demise, the Tenant may dispose the same as he sees cause for his own conveniency; for being a place for a manure-hill, the Tenants necessary will require use of it; and that the Tenant may better and safer dispose it, let him mix some of his own manure with it, and then he may either sell it, or lay it upon what ground he will.

4. The Landlord digs a Saw-pit, &c.

After the ground let, it is the Tenants, and he may have an Action against any that during that time without his consent meddles with it.

5. The Landlord after the demise, lops, tops, cuts and sells Timber, Willows, Sallows, Thorns and other wood; during the Lease the Landlord cannot without

consent of the Tenant, and the wood not being excepted in the Lease.

8. The Tenant may cut any Water-boughs, Thorns, Willows, Alders, &c. for necessary Hedge-bush, Fire-bush, but not to sell; and if he sell Ashes, it is an Action of Waste in the Tenant.

9. If the Landlord lay Hay in any Room of the Tenant, &c. and the Tenant's Man or Maids, or himself fodder his Cattle with it, what remedy hath the Landlord against the Tenant, and the Tenant against the Landlord?

An Action lieth against the Lord for laying his Hay there, but the property of the Hay there is still notwithstanding in the Landlord; and if the Tenant fodder his Cattle with it, the Lord hath his Action.

10. If a man let a Cow to her end, and then take her to the Market to sell, and do not, an Action of Trespass lieth against the Owner for driving of her to the Market.

11. If he to whom the Cow is letten sell the Cow, and tender the money to the Owner, what danger to him that sold her?

The Cow is to be returned, and no other price; and if the Lord refuse the price, he may bring his Action, but shall recover but her worth.

12. If the Lord promise to put in repair any houses, &c. and do not, if any of them fall down for want of mending, what remedy hath the Landlord against his Tenant for not repairing the same?

An. If any of these things that the Lord was first to put in repair, and did not decay, the Tenant is not bound to repair them; & if by peyn illness they come to ruine, it is the Landlord's fault, and the Tenant is free.

13. If the Landlord promise to fence in a piece of ground, where the Tenant is to sow Hemp and Corn, and do not, but so as the Tenants goods cannot be kept

kept out, but destroy his Corn.

An Action upon the Case lying against the Landlord upon the Promise.

12. Cutting up timber-trees, fruit-trees, or hedge-row-trees that shelter the houses, are waste; the Tenant hath interest in the rest, if not excepted.

13. A.B. hath his horse strayed from him, and finds him in the custody of C.D. and demands him of C.D. finding him in C.D. his draught, and C.D. will not deliver him without 8 d. per week allowance, and by delays detains the horse till the year be expired.

A.B. may recover his horse by Detinue, or Action upon the Action of Trover and Conversion, wherein he must prove the property of the horse to be his, and the other will be allowed sitting recompensed for his food, but no longer than until he was owned, and amends rendered.

14. If a Tenant upon an arbitrement give a Release to the Landlord, whether will that Release free any other than the Landlord hath caused to wrong the Tenant.

Ans. For any thing that any other hath done jointly with the Lord wherein the Tenant was indamaged, this Release may be pleaded in Law, but not in actions done by any other without the Lords joining.

A Charter-party with extraordinary Covenants, and several Clauses therein contained.

THIS Charter-party made and indented the Thirtieth and twentieth day of August, in the year of our Lord God, One thousand, six hundred, thirty & eight, according to the new stile, between H. C. of Sligo in the Kingdom of Ireland, Merchant, of the one part, and R. T. of Newcastle upon Tyne, Master, under God,

Indented Ship called the *William* of *Newcastle*, bur-
 dened Fourcore Tuns, or thereabouts, of the other part,
 witnesseth; That the said Master hath letten to Freight
 the said Ship unto the said Merchant, and to the said
 Merchant hath hired her for a Voyage (by Gods grace)
 to be made in manner and form following; that is to
 say, the said Master, for him, his executors, administra-
 tors and assigns, doth covenant, promise and grant unto
 and with the said Merchant, to take, receive and load in
 his said Ship, the *William*, all such goods and Merchan-
 dizes, as the said Merchant shall please to put aboard
 her, and the said Ship can conveniently carry over
 and above her victual, tackle and appurtenances, and
 with the next good wind and weather which God
 shall send to depart hence, and sail directly for the
 Island of *Scotland*, called by the name of the *Liewes*,
 to a Port lying there called *L. of Holiard*, or to any
 other convenient Port or Harbour in the said *Liewes*,
 where other Shipping goeth to take in fish, and the
 said Merchant shall appoint, and there with all expe-
 dition to discharge all or any of the said goods, and re-
 load fish to the full and sufficient loading of the said
 Ship, and being dispatched to depart thence, and sail
 directly for the *Downs*, or any other place or pla-
 ces, Port or Ports where the Merchant or his assigns
 shall please to order him, there to discharge and de-
 liver the said fish, and other goods whatsoever, loaden
 by the said Merchant or his assigns in the said Ship,
 and so to finish and end the said indented Voyage: And
 the said Merchant, for him, his executors, admini-
 strators and assigns, doth covenant, promise and
 grant, to and with the said Master, not only to
 go with him in person for the said *Liewes*, and
 there to load the said Ship with fish, or any such
 other goods as he shall please, and thence to sail with
 them for the place or Port of their discharge; but
 also

also then and there before bulk-breaking to give sufficient security unto the said Master for the payment of his Freight, and after safe delivery of the said goods to pay for Freight 50 l. sterling per month, for so long time as the said Ship hath been in service of the said Merchant, the dayes less than a month after the same rate, the months pay to begin on Fryday next, the seven and twentieth day of this present month, and to end when the last goods are delivered out of the said Ship, at the place of her right discharge, and the said freight to be paid within ——— dayes at the longest, with average and primage, according to the custom of the Sea. And moreover, the said Merchant doth promise to provide the said Master a sufficient Pilot to bring the said Ship in and out of the Liewes, and to pay all other Pilotage, Anchorage, and others duties which in any Port or Harbour during the said Voyage shall or may be claimed in respect of the said Ship and goods, and to provide the said Ship of sufficient Convoy, if he the said Merchant or his assigns do require that the said Ship shall make her discharge in any unfree place: Provided that the said Master in his going for the said Islands or Liewes is to put into *Tinian* Haven, there to victual and provide himself, which time from his first coming in, until his coming out again to Sea, is not to be reckoned to the Merchants charge: And the said Master doth promise and warrant his Ship to be strong and stanch, and to man and victual her fitting to perform the said Voyage, with all other necessary appurtenances. For the true performance of all which premises, the said parties do bind themselves to each other in the penalty of 500 l. sterling, to be paid by the party defective unto the party servant.

and it is agreed by and between the said parties, that the Monthly Freight above-mentioned shall run and continue until the same Freight be fully paid; and that the said Master shall not abide or tarry in Tinmouth Haven longer than six dayes, if wind and weather serve. Provided that the half-deck and fore-castle be for the Masters use and stowage.

In witness whereof, the said parties unto two Charter-parties of this tenor, interchangeably have put their hands and seals. Dated in, &c. the day and year above-written.

Added to revoke several uses in settlement according to a power therein reserved.

TO all Christian people, to whom this present writing shall come, Sir R. C. of *Stefford* in the County of *Lincoln* Baronet, sendeth greeting in our Lord God everlasting. Whereas in and by one Indenture bearing date, &c. and made between Sir R. C. on the one part, and I. S. Gentleman, servant of the said Sir R. C. on the other part, There is (amongst other things) one proviso contained in these, or the like words, in effect hereafter following (that is to say) Provided likewise, that it is hereby further declared and agreed by and between the said parties to these presents, and the true intent and meaning of them, and of these presents is, that if the said Sir R. C. shall at any time hereafter during his natural life, be minded or purposed to alter, determine, revoke or make void all or any of the use or uses, estate or estates, trust or trusts herein before mentioned, declared, limited or appointed, and shall by any Deed or Writing to be by him the said Sir R. C. sealed and subscribed in the presence of two or more credible witnesses, declare and publish.

fifth his mind, intent and meaning to be, to revoke
 alter, or make void and frustrate the said several
 uses, estate and trusts, before in these presents mention-
 ed, declared, limited or appointed, or any
 of them, of, for or concerning the said Castle, Man-
 nors, Messuages, Lands and Premises or any of them,
 or any part or parcel of them, or any of them; that
 then and from and after any such declaration or pub-
 lication so to be made, as aforesaid, the same use
 and uses, estate and estates, trust and trusts, in and
 by these presents limited, expressed, declared or
 appointed, of, for and concerning the which any
 such declaration or publication shall be made, as afore-
 said, shall cease and become utterly void, frustrate,
 and of none effect, to all intents, constructions and
 purposes whatsoever, and that then and at all times
 from thenceforth, the said I. S. and his heirs, and
 all and every other person and persons standing and
 being, or which at any time hereafter shall stand
 and be seized of the said Castle, Mannors, Lands
 and premises, shall stand and be seized of the same,
 or of such part, or so much thereof, concerning the
 which any such declaration or publication shall be
 made, as aforesaid, to such uses, intents, trusts and
 purposes, as the said Sir R. C. in or by any such deed
 or writing, as is aforesaid, or by any other deed
 or writing to be by him the said R. C. sealed and
 subscribed in the presence of three or more credi-
 ble witnesses, shall declare, limit or appoint; and
 for default of such declaration, limitation or ap-
 pointment, to the use and behoof of the said Sir
 R. C. his heirs and assigns for ever, and to or for
 none other use, intent, meaning or purpose whar-
 soever, as in and by the said Indenture (amongst
 divers other provisoes and things therein contained)
 more plainly and at large it doth and may appear.

Now

Now know ye, that I the said Sir R. C. do by this my
 Indenture or writing sealed and subscribed by me
 the said R. C. in the presence of (three) credible
 witnesses, declare and publish my mind, intent and
 meaning to be, to revoke, alter and make void and
 frustrate and I do by these presents revoke, alter and
 make void and frustrate all and every the use and u-
 ses, estate and estates, trust and trusts in and by the
 said Indenture declared, limited or appointed, of, for
 and concerning all and every the Castle, Mannors,
 Messuages, Lands, Tenements, Advowsons, and all o-
 ther Hereditaments mentioned, contained and speci-
 fied in the said Indenture, with their and every of
 their appurtenances, and of, for and concerning every
 part thereof: And I do hereby further declare, limit
 and appoint, that the said Castle, Mannors, Messuages,
 Lands, Tenements, Advowsons, and all other Here-
 ditaments with their appurtenances, shall remain and
 be, and that the said R. S. and his heirs, and all and
 every other person and persons standing and being, or
 that at any time hereafter shall stand and be seized
 of and in the same, shall stand and be seized there-
 of to the use and behoof of me the said Sir R. C. my
 heirs and assigns for ever, and to and for none o-
 ther use, intent, meaning or purpose whatsoever. In
 witness whereof, I the said R. C. have hereunto set
 my hand and seal the 25 day of February, in the year
 of our Lord God, according to the computation used
 in England, 1561.

An Indenture of Co-partnership, between four Merchants,

THIS Indenture Quadrupartite, made the 8th. between R. B. Citizen and Goldsmith of London, of the first part, W. C. Citizen and Goldsmith of London, of the second part, T. B. Citizen and Goldsmith of London, of the third part, and T. L. of London, Merchant-adventurer, late servant of the said R. B. on the fourth part, witnesseth, That the said R. B. W. C. T. B. and T. L. in consideration of the fidelity, trust, confidence, and good opinion which every one of them always hath had, and yet hath and reposeh in every other of them, have joyned themselves to be co-partners together in the Trade of Merchandizing, that is to say, in buying, selling, uttering, vending or retailing of all sorts and kinds of wares, and all other kinds of businesses to the Trade of a Merchant-indent, belonging or appertaining, and the said Co-partnership to continue between them, from the first day of this instant Month of March, for and during the term and space of three whole years from thence next ensuing and fully to be compleat and ended. And to that end and purpose, they the said R. B. W. C. T. L. and T. B. have before the day of the date of these presents delivered into Stock (to be used and employed in the said trade of Merchandizing, as well within the Territories of England, as elsewhere in several places in the parts beyond the Seas) in money, cloth, wares, debts, merchandizes, adventures, abroad, and here in England, adventures now already upon the Seas, and beyond the Seas, such several stock and stocks, and summe and summes of money as are specified and expressed in a Schedule indented to these presents annexed of the particular and proper Stock severally put in, and severally belonging to each one

one of the said several parties for their several quantity and proportion, being in the said Schedule severally set down, mentioned and declared, as by the same more fully and plainly it doth and may appear : It is now covenanted, granted, concluded, condescended, and fully agreed by and between all the said parties at these presents, and each one of the said several parties for himself respectively, and for his own particular part, and for his own several and particular Executors and Administrators, do and doth severally, and not jointly, covenant, grant, promise and agree to and with every and each other of the said parties, his and their several executors and administrators by these presents in manner and form following, that is to say, that every and each of the said parties for himself during and by all the said space of three years (if all the said parties shall so long live) shall continue and abide together as joynt-occupiers and partners, and that every and each of the said parties shall from time to time, during and by all the said term (if they shall so long live) do their and every of their reasonable endeavours and diligence, by all the wayes, labours, and means that each of them can or possibly may, to the uttermost of their power, wit, cunning and knowledge, and for the most benefit, profit and advantage of every and each other, faithfully and truly imploy, buy, sell, and merchandize, with all such and so much of the said whole stock, as shall in all manner or wise come to be committed to each one of their several charge, dispositions and government, and the gains and encrease of every such part : And it is the true intent and meaning of all the said parties, at these presents, that the said W. C. shall manage the businesse and affairs for, &c. in the parts of Spain during the good liking of the said R. B. and there for the most part reside, and have his continuance

and being; the said T. L. to manage the businette and affairs for *Stoade, Germany*, and those parts, during the good liking of the said R. B. and there be for the most part to residue and have his continuance and being, and the said R. B. and T. B. to manage the businette and affairs for *England*. And it is covenanted, granted and agreed by and between all and every the said parties to these presents, that all such gain, profit and increase as God shall send, and as shall come grow or arise by reason of their said Trade and joynt-occupying, as is aforesaid, shall be from time to time during the said joynt-occupying, equally and indifferently parted and divided in manner following, that is to say, to every one of the said parties, their Executors and Administrators, a just, equal and rateable part and proportion in and upon every 100. l. rateable and proportionably, according as to the quantity of each ones several stock by them severally put in and appearing in the said Schedule, the same for his and their parts of the gains, profit and increase, shall arise and amount unto. And likewise that all such losses, hurt and detriment as shall happen by the said joynt-occupying by evil debts, adventures of the Seas, or otherwise, without fraud or coven, shall be paid and born in each ones several part and portion, according to the manner and form of the dividend of the gains aforesaid. And it is covenanted, granted and agreed by and between all and every of the said parties to these presents, that each one of the said parties for himself respectively, for his own several and particular part, and for his own several Executors and Administrators, do and doth severally, and not joyntly, covenant, promise, grant and agree to and with every and each other of the said parties, his and their several Executors and Administrators by these presents, That there shall

had and kept from time to time, during all the time of their joynt-occupying and Co-partnership together, as aforesaid, as well for the accompt and affaires on this side the Sea, and likewise for the severall accompts and affaires severally beyond the Sea, perfect, just and true books of accompts and reckomings of all the said whoe trade and dealing, as much as in each one his severall power, and as concerning that place or places, and the businesse and affairs thereunto appertaining, wherein or whereunto he shall be used or employed; shall and may be and lie, which shall be had, used and occupied by reason of the said joynt-occupying: And that the said R. B. and T. B. shall have the custody and keeping of the books of accompt for *England*, and all things concerning the trade of *England*, the said W. C. shall have the custody for the books concerning the trade for *Spain*, and the said T. L. shall have the custody and keeping of the books concerning the trade of *Stoada* and *Germany*, in every of which the said books, shall be according to the possibility of each ones power, justly and truly entred and set down all manner of goods, wares, and merchandizes whatsoever, either bought or sold by means or reason of the said Co-partnership and joynt-occupying, with all debts thereof or therefrom from time to time to be made, together also with all the gains, profit, commodity, winning or increasing that God shall send, and shall come out and by reason of the said joynt-occupying, and also of such costs, losses, charges, and expences, as are or shall be expended, disbursed, laid forth, had or suffered by any wayes or means by reason of the said joynt-occupying, which said book shall be used in common to and for the behoof of every and each of the said severall parties, their and every of their severall executors and administrators.,

to have free access and recourse unto, without let or interruption of each other, or the executors, administrators or assigns of each other. And also, that every and each one of the said parties shall from time to time, during all the time of their said joynr-occupying and co-partnership together, as is afore said, according to the possibility respectively in each one of them, shew and make privy each unto other, and to such of the Servants and Apprentices of each other, that shall swend upon the said trade, all the affaires and dealings of the said trade needful and necessary therein, thereabouts or thereunto belonging or to be manifest, or made known. And also, that every and each one of the said parties twice in every year yearly during the said term (or oftner if need require) at, and upon the reasonable request of any of them to the other, shall to the best and uttermost of each ones power and knowledges and as much as in him or thm be or may be, make, yield, render and perfect us to every, and each other, or to the executors or assigns of every and each other, at or in the City of London, a just true and perfect accompt and reckoning of all the said stock and stocks in the said Schedule mentioned; And also of all such other goods, wares, merchandizes and ready money, as at any time hereafter during their said trade and joynr-occupying together, shall come to any of their severall hands, occupying, custody or governance, or to the hands of any other person or persons, to any of their severall or joynr uses, or by any their joynr and severall deliveries or appointments, or by the delivery or appointment of any the factors or servants of them, or any of them, by reason of the said joynr-occupying: And also of all the gains, profits and encrease that God shall send of the said stock, goods, wares, merchandizes, and ready money.

ney, or otherwise, by reason or occasion of the said
 joint-occupying, and also of all such debts and du-
 ties as shall be owing unto the said parties, or any of
 them, and by them to be owing to any person or
 persons by reason of the said joint-occupying; and
 that upon the perfecting and finishing of every such
 account, all the said parties, their Executors and
 Administrators shall subscribe their names to the
 same, witnessing each ones consent and agreement
 therunto, for avoiding of doubts and questions
 which otherwise might happen or ensue.

And further, That it shall and may be lawful to and
 for every and each of the said several parties, and the
 Executors, Administrators, Servants, Factors and
 Assigns of them, and every or any of them, at all con-
 venient and reasonable time and times, during all
 the time of their joint-occupying together, at the
 liberty and pleasure of any of the said parties, their,
 or any of their Executors, Administrators, Servants,
 Factors or Assignes, to have access and recourse to
 the books of account and reckonings, and to the
 notes and remembrances appertaining to the same
 any way touching or concerning the said Trade and
 joint-occupying; and to search, peruse, and ex-
 amine for the better discerning and trying out of all
 things, how and in what sort and condition the said
 Trade and joint-occupying doth and shall from time
 to time proceed and stand. And it is further cove-
 nanted, granted, concluded and agreed by and be-
 tween the said parties to these presents, and every
 one of the said several parties before named for him-
 self respectively, and for his several Executors and
 Administrators, do and doth severally, and not jointly,
 covenant, promise, grant and agree to and with the
 other of them, his and their Executors, Administra-
 tors and Assignes by these presents, that no bill, writ-
 ting,

ring, contract or bargain shall be made, at any time, during the said joyn-occupying together in the parts beyond the Seas, for any matter touching the said trade, otherwise than in the name of the said R. B. &c. if the same with reasonable convenience may be done: And that there shall no private occupying or trade of buying and selling, be had, used or occupied by any the said several parties, or any of their Factors, Servants, or Apprentices, or any of them, or by any other to or for their uses, benefits or schools, in any wise or condition whatsoever, at any time or times during the time of their said Co-partnership, to the hurt and injury of the said General trade, other than such as that the gain, commodity, advantage and profits thereof, shall equally be to the use of them the said R. B. W. C. T. I. and T. B. proportionably, according to the rate and proportion of their several stocks aforesaid, saving, that it shall and may be lawful to and for the said R. B. at his liberty and pleasure, with his surplus of stock at any time or times, during the Co-partnership, to use his Trade to and for the East-Indies, and also for employing of his ships, and to lend and dispose any other his money out by way of Loan or Use, and saving, that it shall or may be lawful to and for all the said parties, during the term of their said trade, to deal for other men, with whom they shall no wayes have any partnership, and not hinder or be injurious to the said joyn-trade, and to receive the Factorage thereof to their own proper use, any thing aforesaid to the contrary in any wise notwithstanding. And it is further covenanted, granted, concluded and agreed by and between the said parties to these presents, and each one of the said several parties for himself respectively, and for his several Executors, Administrators and Assignes, do and con-

inexchangeably, severally and respectively, and not jointly, covenant, grant and agree to and with the other of them, his and their Executors, Administrators and Assignes, by these presents, that they the said R. B. W. C. T. L. and T. B. their and every of their Executors and Administrators, shall and will within the space of two moneths next ensuing the end, determination or dissolution of the said term of Co-partnership, whether the same be by expiration of the said term of three years, or by the death and decease of any of the said parties, which soever of the same shall first happen, at or upon the request of every or any of them, unto the other, or the Executors or Administrators of any of them, make, yield, render and perfect every one each of them to the other, and the Executors and Administrators of every and each of them, unto the other, at the now dwelling-house of the said R. B. situate, &c. a just, true, perfect and final accompt and reckoning in writing to the uttermost of every and each mans power and knowledge, of all and every the said stock and stocks mentioned in the said Schedule, and of all the gains and encrease, losse and damage which God shall send, and which shall grow to or by the same, and of all goods, wares, merchandizes and commodities, before that time, had, bought, sold or dealt in with the said stock or stocks and gains aforesaid, and of all debts made and being due, summe and summes of money received or paid out by means or in respect of the said Trade, and generally of all buying, bargaining, selling, trading and merchandizing, by the said parties or any of them, with the said stock or stocks, and gains and encrease thereof aforesaid, and that then upon the perfecting and finishing of the said final accompt, so as aforesaid to be made and done, all and every the said stock and stocks in the said Schedule

due mentioned then remaining, and the gaines
 winning and increase which God shall send, and shall
 appear to become and growing thereof, or by res-
 son of the said Trade aforesaid, whether the same
 shall consist in money, wares, debts or otherwise,
 shall be indifferently parted, shared, part and di-
 vided to and amongst the said parties, their Exe-
 cutors and Administrators, in kind proportionably
 and rateably, without fraud, deceit or diminish-
 ing, in that full measure, as each ones several part
 shall justly and truly, in a true reckoning and com-
 putation thereof, arise and amount unto, in and
 upon every hundred pounds thereof, according to
 the quantity of each ones several stock and stocks
 in the said Schedule appearing and mentioned, and
 according to the plain true intent and meaning of
 these presents; and that such part and portion of
 the said stock and gaines, as upon the perfecting
 of the said final account, shall appear to be and
 consist in the debts and duties, due and owing to the
 said parties, or any of them, shall also from time to
 time, as the same, or any of them shall be recover-
 ed or gotten in, by the said parties, or any of them,
 be also parted, shared and divided to and amongst
 the said parties, according to the like rate, order,
 division and proportion as is before herein also ex-
 pressed and set down, the debts, duties and other
 charges then to be owing or payable by the said par-
 ties, or any of them, for or in respect of the said
 joynr trade, being first and before all things,
 thereout paid, deducted and allowed, and like-
 wise the losses, if any shall be, to be in like pro-
 portion born and sustained according to the rea-
 sonable division of the gaines aforesaid, and that then
 they the said parties and every of them, their Exe-
 cutors and Administrators, immediately upon the

settling and finishing of the said final account,
 partition and division as aforesaid, shall and will do
 their best, and every of their endeavours, by all the law-
 ful ways and means that they, or any of them may
 see fit, for the more speedy recovery and getting in
 of all and every the said several debts and duties,
 from time to time to be due, or owing to them, or
 any of them, as part of the gains and stock afore-
 said. And that the charges of suing for, and getting
 in of the said debts and duties from time to time,
 shall be borne and paid by all the said parties rate-
 ably according to the quantity of their several stocks
 and gains aforesaid. And that if it shall happen a-
 ny the said parties to die, or depart this life during
 the said Co-partnership, that then in any such case no
 Right or Survivor or Survivorship shall hold or
 take place, or be by them, or any of them any wise
 challenged, claimed or demanded, but that they the
 said parties, and every of them, shall and may lawfully
 give, devise, dispose and distribute his and their parts
 and portions of the said stock and stocks, gains and
 increases to them severally and properly to belong
 and to be due, and belonging by the true intent and
 meaning of these presents, by their, or any of their
 last Wills and Testaments, or by any other gift or de-
 vise, as fully and amply, as they, or any of them could
 or might do of their own proper money and goods,
 not pertinent to this account or joynt trade. And
 likewise the executors and administrators of every
 such person and persons so deceasing, may have and
 enjoy his and their full rateable part and portion of
 the stock and stocks aforesaid, and of the gains and
 increase thereof, according to the true intent and
 meaning of these presents, without any let, trouble,
 hindrance or interruption of any other of the said
 parties surviving or overliving, his or their execu-
 tor,

tors, administrators or assigns, or any of them, any usage, law, custom or other impediment to the contrary thereof notwithstanding. And that all the said parties and persons, before mentioned, their executors and administrators, at all time, as well during the said term of Co-partnership, as afterwards, untill the end of the whole business shall be fully finished and brought to perfection, by all the good wayes and means that possibly can or may be, shall be aiding and assisting unto every and each other of them, their executors and administrators, for the obtaining, speedy getting, quiet holding and enjoying of every and each ones private and particular parts or portions to him or them to be due upon the partition or division aforesaid, according as to right and equity therein appertaineth and belongeth, and that without fraud or coven; And it is the intent, plain and true meaning of every and each one of the said parties to these presents, and each one of the said parties for himself respectively, for his own severall and particular part, and for his own severall and particular Executors and Administrators, do and doth interchangeably, severally, and not joyntly, covenant and grant to and with every and each one of them the said parties, his and their severall executors and administrators, by these presents, That it shall not be lawful to or for any of the said parties at any time, during the said Co-partnership, to take out or diminish any part of the said stock, or any the gains and encrease thereof, other than such sum and sums of money as hereafter in and by these presents, is licenced and allowed, and that no charge shall in any wise be put to the account of the Co-partnership, but such as shall be for the trade of merchandizing in trade and occupying of the stock and stocks aforesaid, and the gains and increases that of them and con-

the same shall come, arise or increase, unless it
 convenient house-room, and ware-house roomes
 in parts beyond the Seas, and for suing and get-
 ting in of debts and duties belonging to the joynt-
 trade, and other necessary charges belonging to mer-
 chandize, necessary & behoovfull for their said joynt-
 occupying, to be born by the general account of
 the said joynt-trade, the charges or ware-house-room,
 diet, lodging, and such like, for the time any of the
 said parties shall be within the City of London, du-
 ring the time of the said Co-partnership, to be upon
 the particular and sole charge only of the said R. B.
 his Executors and Administrators. And it is cove-
 nanted, granted, concluded and agreed by and
 between all the said parties to these presents, and
 each one of the said parties for himself respectively,
 and for his own severall and particular part, and for
 his own severall executors and administrators, do and
 acknowledge, by these presents, That he the said W. C.
 by way of further recompence, his executors or ad-
 ministrators, shall every year yearly, for and during
 all the time of the said Co-partnership, be yearly al-
 lowed out of the joynt stock and general account, and
 thereby to be born, the yearly summe of 184 l. of law-
 full, &c. over and above all other his gains and allow-
 ance herein before mentioned, 100 l. yearly whereof
 it shall or may be lawful to and for the said W. C. to
 take out of the same to use, spend, bestow and con-
 vert at his own free will and pleasure, so farre forth
 that the said W. C. do leave yearly the residue, being
 the summe of 84 l. to rest, remain and runne to and in
 with the said general stock, during the said
 Co-partnership; The profit and losse of which yearly
 summe of 84 l. to be dividant to and amongst the
 said parties in like manner, according to the divi-
 sion and proportion of their severall Stocks aforesaid,
 and

and the 841. yearly being the principal, together with so much of the said yearly rent of 100 L. as formerly taken out, at the end and determination of the Co-partnership, to be to the said W. C. his Executors and Administrators, fully satisfied and paid or otherwise by him the said W. C. his Executors or Administrators out of his account to be deducted and defaulked; and that he the said T. L. his Executors or Administrators, shall by way of further recompence every year yearly for and during, &c. *supra*, for W. C. any matter, cause, article or thing before in these presents contained or rehearsed to the contrary thereof in any wise notwithstanding. And finally, it is covenanted, granted and agreed by and between the said parties in these presents, that each one of the said several parties before named, for himself respectively, and for his several Executors and Administrators, do and doth interchangeably, severally, and not jointly, covenant, promise, grant and agree to and with each other and every of them, his and their several Executors, Administrators and Assigns, by these presents, that if it shall fortune any variance, suit, difference, doubt, controversy, discord or contention to happen, grow or be moved by and between the said parties, or any of them, or the Executors or Administrators of them, or any of them, or upon, or by reason of the said Trade and joint occupings, or any matter or thing thereupon depending upon, or by reason of any matter or thing in these presents expressed or set down, that then, and often from time to time, as the same shall so happen, and before any suit arise, or trouble shall be attempted or sought by any of them, against the other: all and every the said variances, differences, strifes, doubts, controversies and contentions, shall

to time, be referred and submitted to the
 order, award and determination of four
 persons being of the Company of Merchant
 Adventurers of England, for the time being, whereof
 one shall be chosen for the said R. B. his executors or
 administrators, one other, &c. for the other three,
 arbitrators in and for all and every the premises,
 they shall be content to undertake the variances,
 suits and contentions, so to them to be referred
 within the space of one month next after such refer-
 ence and submission to them made: And further
 they the said R. B. W. C. T. L. and T. B. and eve-
 ry of them, their and every of their executors and
 administrators respectively, for their and every of
 their own several and particular parts, shall and will
 from time to time stand to, abide, obey, perform,
 fulfill and keep all and every such end and ends, do-
 mination and judgment, as by the said four per-
 sons so as aforesaid to be chosen, shall from time to
 time be had, made and given up in writing, for and
 in behalf of the said parties, as touching any the
 matters or differences aforesaid, without any further
 form of deceit. In witness, &c. also signed her
 hand to, before me, the said Notary, this 10th day of
 the month of January, 1581.

**Acknowledgment of a trust in an Indenture of
 bargain and sale.**

This Indenture made, and whereas T. W. of, &c.
 by this Indenture of bargain and sale, bearing
 date for the consideration therein mentioned,
 did bargain and sell unto the said L. H. S. T. A. P.
 & L. their heirs and assigns for ever, all that
 &c. (recite the bargain and sale to the end of
 the same) as in and by the said Indenture of bargain
 and sale, amongst divers other Covenants, grants and
 contents therein contained, more at large is doth
 and

and only appear. Which said rected Indenture of bargain and sale was so made unto the said I. H. & A. H. of mee and special trust and confidence to and for the only use, benefite and behoof of the said S. S. his Heires and Assignes. Now this Indenture witnesseth, that the said I. H. & A. H. do hereby confesse and acknowledge, that the said rected Indenture of bargain and sale was, and is made in and in the names of them the said I. H. & A. H. of mee and special trust and confidence to and for the use and behoof of the said S. S. his Heires and Assignes for ever. And further, the said I. H. & A. H. in accomplishment and performance of the trust and confidence aforesaid, do for them, and every of them, covenant and grant joyntly and severally to and with the said S. S. their Heires, Executors, Administrators, and Assignes, by these presents, that they the said I. H. & A. H. their Heires and Assignes, shall and will from time to time hereafter, upon reasonable request therefore to be made, and at the costs and charges in the law of the said S. S. his Heires and Assignes, bargain, sell, convey and assure the said manor, and all and singular other the premises by the said rected Indenture of bargain and sale granted & sold, or mentioned or intended to be thereby bought and sold, and every part and parcel thereof, with their and every of their appurtenances, unto the said S. S. his Heires and Assignes for ever, in such manner and form, as by the said S. S. his Heires, Assignes, or his or their Council learned in the Law, shall be reasonably devised or advised and required, so always, that the same Conveyances and Assurances, or any of them, contain no further other warranties than only against the said I. H. & A. H. and their Heires. And further, that any of the making and passing of such Conveyances

ance as aforesaid, the said Mannor, and all and singular other the premises, shall be free, clear and discharged of and from all and all manner of former bargains, sales, gifts, grants and incumbrances whatsoever, then before had, made, committed or done by them the said J.H.&c. or any of them, or of or by any other person or persons whatsoever, lawfully claiming by, from or under them, or any of them. In witness, &c.

*An acknowledgement of a trust by a Deed poll of
a Lease.*

TO all, &c. I T. M. of, &c. send greeting, &c. whereas
C. D. of, &c. by one Indenture of Lease made be-
tween, &c. and, &c. hath demised, &c. as in and by, &c.
Now know ye, I the said T. M. do hereby confess and
acknowledge, that the Lease or demise of the premises
aforesaid, was and is made to and in the name of me
the said T. M. in trust and confidence, and to the intent
that I the said T. M. should upon the request of the
said E. G. her Executors, Administrators or Assigns,
assign and convey the said Lease and premises to her
the said E. G. her Executors, Administrators or As-
signs, or to such other person or persons as she or they
in that behalf shall name or appoint: and therefore in
accomplishment and performance of the trust & confi-
dence aforesaid, I the said T. M. for me, mine executors
& administrators, do covenant & grant, to and with the
said E. G. her executors, administrators and assigns, by
these presents, that I the said T. M. my executors, admi-
nistrators and assigns, shall and will from time to time,
upon the reasonable request, & at the costs & charges
of the said E. G. her executors, administrators or as-
signs, assign & set over the above-mentioned premises,
and every of them, & all the estate and interest of me
the said T. M. my executors and administrators, in and
to the same, clear and discharged of all incumbrances
by

by us, for any of us to be done or committed unto the said E. G. her executors or administrators, or to such person or persons as she or they shall name or appoint. In witness, &c.

A Conveyance of Lands to the use of a mans Heirs, with the profit during the Heirs minority, limited to the payment of the Donors debts, and performmnce of the Testament.

THIS Indenture made, &c. between the Right Honourable W. Viscount Hereford, &c. of the one part, and the Right Honourable A. Lord Grey, &c. on the other part, witneseth, That the said Viscount, for and in consideration of the fatherly good-will, favour and affection which the said Viscount beareth towards R. and W. the two Sons of the said Viscount, and for the advancement and preferment of the heirs males of the body of the said Viscount lawfully to be begotten, and for other the considerations hereafter in these presents mentioned and expressed, hath given, granted, enfeoffed and confirmed, and by these presents doth give, grant, enfeoff and confirm unto the said A. Lord Grey, &c. all those his Mannors, &c. with all and singular Liberties, Courts, views of Frank-pledge, Fairs, Commodities, Franchises, Priviledges, Jurisdiccions, Preeminences, emoluments and appurtenances whatsoever to or with the said Mannors, lands, tenements or hereditaments used or enjoyed, in or out of the same, or any of them, or any part or parcel thereof issuing, renewing, happening, used or exercised, and all, &c.

To have and to hold, &c. to the said A. L. G. &c.

and their heirs for ever, to the use and behoof of the said V. for term of his life, without impeachment of waste, and after the decease of the said V. and during the time that the said R.D. son, and now heir apparent of the said V. or any other, being the heir of the said V. shall be under the age of 21 years, and until some heir of the said V. shall have accomplished the full age of 21 years, to the use of the said A.L.G. and the Survivors and Survivor of them, and the executors administrators of the Surveyor of them upon trust; and to the intent and purpose that the said A.L.G. &c. and the Survivors and Survivor of them, and the executors and administrators of the Survivor of them, shall take, receive, levy, possess, use and enjoy the rents, issues, profits, revenues, commodities and emoluments of all and singular the said Lordships, Mannors, lands, tenements and hereditaments, and other the premises, with the appurtenances, and the same employ during such minority or minorities as is aforesaid, for and towards the performance, payment and satisfaction of all the legacies and bequests of money, annuities for years, and debts of the said V. to be mentioned in the Testament and last Will of the said V. according to the tenor, purport and true meaning of the said V. in his said Testament and last Will to be declared, and to the use and intent that the said feoffees, and the Survivor and Survivors of them and their heirs, shall with the profits, revenues, commodities, issues and emoluments coming, growing and arising of and in all and singular the said Lordships, Mannors, Lands, Tenements and Hereditaments, bestow, disburse and expend from time to time the competent and necessary charges in the Law, and otherwise for the defence and maintenance of the possession and title of all and singular the premises, and every or any part thereof, and for the repair and defence of the buildings, edifices, houses

houses and Sea-walls in and upon the premises, or any part thereof from time to time necessary, meet and convenient to be disbursed and expended, until such time as the said legacies, debts and bequests of the said V. to be mentioned in his Testament, shall be performed, and until some heir of the said V. shall have accomplished the full age of 21 years; and after satisfaction of the said legacies, debts and annuities, and for the surplussage that shall surmount the same debts, legacies and annuities; and other the charges aforesaid satisfied, to the use and intent, that the said A.L.G. &c. shall employ and suffer the premises and surplussage thereof, to go, remain and come to the use, profit and benefit of the heirs of the said V. And after the heirs of the said V. shall accomplish the full age of, &c. that then the said A.L.G. &c. and their heirs, shall stand and be seized of and in all and singular the said Mannors, &c. to the use of the said R.D. and the heirs males of his body lawfully begotten, and for default of such heirs males of the body of the said R.D. lawfully begotten, to the use and behoof of the said W.D. second Son of the said V. and the heirs males of his body lawfully begotten, and for default of such heirs males of the body of the said W.D. lawfully begotten and to be begotten, to the use and behoof of the heirs males of the body of the said V. lawfully begotten, and for default of such heir, to the use of the heirs of the body of the said V. and for default of such issue, to the use of the right heir of the said R. for ever.

Provided alwayes, and it is the true meaning, use and intent of these presents, That if the said V. at any time hereafter during his life-time, shall demise, grant or lease the said Mannors, Lands, Tenements and Hereditaments aforesaid; and other the premises by these presents granted or assured, or any

part or parcel thereof, by his deed indented under his seal, and with subscription of his name with his own proper hand, for term of any year or years, life or lives, that then, and immediately from and after every such lease, demise or grant, or such leases, demise or grants, so to be made by the said V. the said A.L.G. &c. and their heirs, shall stand and be seized of and in the said Mannor, &c. so to be leased or granted, To the use and behoof of the same Lessees or Grantees, and every of them, and of their several executors, administrators and assigns during the terms and space mentioned in the said several leases, grants and demises, so to be made, according to the tenour, form and effect of the same lease, grant or demise, leases, grants or demises, so that the yearly rent or rents mentioned or reserved by the said V. in such lease, demise or grant, leases, demises or grants, be yearly paid to the said V. during his natural life, and after his decease to such person or persons, as by the proper and true meaning of these presents, ought to have the Reversion or Remainder, Reversions or Remainders of the Lands, Tenements or Hereditaments so to be leased or granted, within the space of twenty dayes next after reasonable request to be made for the payment thereof: And so that the same lessees or grantees, their executors, administrators and assigns, do well and truly perform the conditions to be comprized in the Indenture or Indentures of their said several demises or grants, according to the effect and true meaning of the same Indenture or Indentures.

And that the said A.L.G. &c. shall stand and be seized of the Reversion and Remainder, the Reversions and Remainders of the Mannors, Lands, Tenements and Hereditaments so to be sealed or granted, and after the determination thereof, Then

also of the same Mannors, Lands, Tenements or Hereditaments, so to be leased or granted, to such uses and intents as they the said L.G. &c. should have stood or been thereof seized, by the purport and true meaning of these presents, if any such lease or grant had been thereof made; and that of and for such estate and estates, in such order and degree, with the same remainders, and in such manner and form, to all intents and purposes as they should have stood or been thereof seized by the purport and true meaning of these presents, if no such lease or grant had been thereof had or made (here followeth a Letter of Attourney for livery of seizin to the Feoffees, &c.) and then a proviso, That if the said V. by his writing signed and sealed in the presence of 3 witnesses, shall repeal, frustrate and determine, or declare to be determined, all or any the uses aforesaid, of or from the premises, or any part thereof, that then and from thenceforth the said uses so to be determined or declared to be repealed, for all such lands, and the uses thereof, so to be declared, determined, shall be void and of none effect, and that then the Feoffees shall thereof stand seized to the use and behalf of the said V. and his heirs, Then followeth a Covenant on the said V.S. part, that if the estate of the premises be not effectually conveyed him by force of from this grant to the said Feoffees, to the uses before-specified, on this side the last day of, &c. next coming, that then and from thenceforth the said V. and his heirs, and all others to be seized of the premises, so not sufficiently conveyed, shall be thereof seized to the uses above-specified, and to such uses, & with such remainder as the said Feoffees or the Survivor of them should have stood seized thereof, by the purport of these presents, in case the estate thereof had been perfectly assured unto them, or any of them, according to the true meaning of these presents: In

witness

witness whereof, as well the said V. as the Feoffees, have put, &c.

Memorandum of the Seizin executed with the Tenants of one of the said Mannors Attornment.

Memorandum, That the sixteenth day of, &c. Livery of Seizin was delivered and given by W. W. one of the Attorneys mentioned in the Indenture hereunto annexed, of, in and upon the Lands of the Farm of O. parcel of the Mannor of T. mentioned in the said Indenture, and also of, in and upon the Mannor-house and demesne-lands of T. by the assent of J. P. Lessee for years of the same (saving his term) and also of, in and upon the Coppice-woods called T.P. to R.B. one of the Feoffees, contained in the said Indenture, according to the tenour, purport and intent mentioned in the said Indenture, and for and in the name of the said Mannors of T. and all other the lands, tenements and hereditaments mentioned in the said Indenture, situate and being within the said C. and in the name and behalf of all the Feoffees mentioned in the said Indenture; And the Tenants of the said Mannor, whose names are immediately under-written, at the same execution, hearing the Indenture read, did attorn and fully assent to the same, according to the tenour, purport, intent and uses in the same Indenture mentioned.

An Indenture for the equal division of Goods, where there are four Administrators together, they bearing and allowing one with another equal parts of charges in Law, in getting in the same, and like parts of all recovered against them.

THIS Indenture quadripartite, made between J.C. of, &c. on the first part, W.C. of, &c. of the second part, &c. Whereas the said J.C. and A. his wife, W.C. and A. his wife, H.H. and H. his wife, and N.C. and E. his wife, in the right of the same their wives, together with J.H. brother of their said wives, have had and taken upon them the Administration of the goods and chattels of C.W. widow, deceased, late the wife of J.W. late of L. Dyer, deceased, and whereas also so much of the goods, chattels and debts which were of the said C. as are already come to his hands, are divided into five several parts, whereof every of the said J.C. W.C. H.H. and N.C. in the right of their said wives, and also the said J.H. have severally had and taken their several parts of the same, and now are thereof severally possessed.

Now this Indenture witnesseth, that it is covenanted, granted and agreed between the said parties; and the said J. W. H. and N. for themselves and their said wives, and for their executors and administrators, and for the executors and administrators of every of them do severally covenant, grant and agree every of them with the other by these Indentures, in manner and form followings, (*viz.*) That all the residue of the goods, chattels and debts which were of the said C. in possession or in right, which at any time or times hereafter shall come to the hands of any of the said parties, or of the executors or administrators of any of them, shall be divided and parted into 5 equal parts.

as aforesaid, from time to time, as the same shall happen to come to the hand of any of them, whereof the said J. H. to have one part of the said five parts, and that then the other four parts thereof shall from time to time be equally divided betwixt the said J. W. H. and N. and their several executors and administrators, without benefit of survivorship by any means to grow to such of the said parties or their wives as shall fortune to survive.

And it is further covenanted betwixt the said parties in form aforesaid severally, that if any Action or Sute be now depending, or hereafter shall be commenced against the said administrators of the said C. W. or any of them, for any thing wherewith they shall be chargeable in the Law, by reason of the said administration by them taken as aforesaid, That then in every such case, the said J. W. H. and N. their executors and administrators, and every of them severally for his own part, upon notice and request made and given by any one of them to the other, or by any of their executors or administrators, shall bear and pay one equal fourth part of all charges and expences to be laid out in the defence of any such Sute, and one like fourth part in execution, and to the satisfaction of any Judgement and Recovery which shall happen to be given or had against them, or any of them, in any such Sute or Action as aforesaid.

And that they the said J. W. H. and N. and their said Wives, their Executors or Administrators, and the Executors or Administrators of every of them severally for their own part upon like reasonable request, shall and will do, knowledge and suffer in the Law towards the other of them all and every thing and things which from time to time shall be requisite or needful to accomplish and perform their accord, Covenant and Agreements made amongst them by these

these presents, according to the purport and true meaning of the same.

And moreover, that they the said parties, their executors and administrators, and every of them, upon like request, as aforesaid, shall notify, expressly and truly declare from time to time to the other, all such goods, chattels and debts whatsoever which were of the said C. and which they shall know and understand to be in any place or custody, and not parted, distributed, severed and divided, according to the tenor and effect of these presents, to the intent every of them may have his or their equal parts thereof, according to the tenor of these presents, without fraud or coven.

And that for recovery of any debts, goods and chattels, which were of the said O. to be had and recovered to and for the use of the said parties, their executors and administrators, and of the said J. H. and in manner and form aforesaid, They and every of them shall for their equal four parts, bear and sustain one equal fourth part of all costs and charges in and about all and every the said Recovery and Recoveries, to be born and sustained from time to time, as shall be needful and reasonable.

And it is further covenanted, granted and agreed betwixt the said parties, the said parties and every of them do also for them, their executors and administrators severally covenant, and grant to and with the other by these presents, that if it fortune the said J. H. do dye intestate, by reason whereof any of the goods, chattels, money, plate or jewels of the said J. shall grow or come by reason of Law unto the said parties or their wives, or any of them, that then the Survivor or Survivors of the said parties, or their said wives, their executors or administrators, to whom any such the goods, chattels, money, plate or jewels shall fortune to grow or come, shall divide the same into four equal

and several parts, and shall retain to his or their one part thereof, and the other three parts shall be severally delivered unto the other three parties to these indentures, to their several executors or administrators equally, within two months after they shall come to have or come by the possession of any such goods, chattels, plate, jewels, money, &c. In witness, &c.

*A Defeasance upon a Statute excellently well penn'd,
it being for the payment of two thousand
pounds at the end of six months,
and of 200 l. per an-
num during life.*

THIS Indenture made the, &c. day of, &c. in the, &c. of our Lord God, &c. between B.P. of London Widow, of the one part, and W.P. of London aforesaid Esquire, Son unto the said B. of the other parts Whereas the said W.P. hath lately sold and conveyed the Mannor of L. in the County of W. and divers lands thereunto belonging, unto Sir W.P. Knight, and the said B.P. hath joynded with him the said W.L. in the fine thereof levied, part of which said Mannor and lands of the value of 200 l. per annum, were heretofore seised and assured upon her the said B. for her life, for her Joynture, by W.P. Esquire deceased, her late husband; And whereas the said W.P. is indebted to the said B. the sum of two thousand pounds of lawful money of England, which hath remained in his hands for some years last past, and by agreements between them, the said W.P. hath hitherto paid the sum of 200 l. per annum, as interest or consideration for forbearance of the said money, and is still to pay the like summe so long as the 2000 l. shall remain in his

his hand. And whereas also the said W. P. by one recognizance or writing obligatory of the nature of a Statute of the Staple, bearing date the first day of this instant month of *April*, taken and acknowledged before Sir J. B. Knight, Lord Chief Justice of the Court of Kings Bench at *Westminster*, according to the form of the Statute in that case made and provided for the recovery of debts, standeth bound unto the said B. P. in five thousand pounds of lawful money of *England*, payable, as by the said recited recognizance or writing obligatory more plainly may appear; Now this Indenture witnesseth, that the said B. P. is contented and pleased, and doth for her self, her executors and administrators, covenant, promise and grant, and agree to and with the said W. P. his heirs, executors, administrators and assigns, and to and with every of them by these presents, That if the said W. P. his heirs, executors, administrators or assigns, or any of them, do pay, or cause to be paid to the said B. P. or her assigns, the sum of 200*l.* of lawful money of *England* yearly, for and during the natural life of her the said B. at two usual Feasts or terms in the year, that is to say, the Feasts of *St. Michael* the Arch-angel, and the *Annunciation* of the blessed *Virgin Mary*, by even and equal portions, or within one and twenty dayes next after either of the said Feasts, the first payment thereof to begin at the Feast of, &c. now next ensuing, or within 21 dayes next after the said Feast; And likewise if the said W. P. his heirs, executors or administrators, or any of them, do and shall well and truly pay, or cause to be paid to the said B. P. her executors, administrators or assigns, the sum of two thousand pounds of lawful money of *England*, within six months next after notice or warning given to that purpose to the said W. P. his heirs, executors or administrators by any writing to be subscribed and sealed by

the said P.P. her executors or administrators in the presence of two credible witnesses, or more, and shall in the mean time, until the payment of the said 200 l. pay or cause to be paid unto the said B. her executors, administrators or assigns, after the rate of 100 l. per annum, according to the agreement aforesaid, the same to be paid by 50 l. every half-year, and the first payment thereof to be made on the Feast-day of, &c. or within one and twenty dayes next after the said Feast now next ensuing the date thereof; that then the said recited recognizance or writing obligatory shall be void and of none effect, or else the said W.P. for him, his heirs, executors and administrators, covenanteth, willeth and granteth by these presents, that the said recognizance or writing obligatory shall stand and remain in full force and vertue.

A Release made to a Sheriff for discharging of a Prisoner.

K Now all men by these presents, that I G.R. of S. in the C. of D. Victualler, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto Sir W.S. Knight, now Sheriff of the County of D. all and all manner of Actions, Sutes, troubles and incumbrances whatsoever, which I may, might or ought to have against him, for or concerning the discharging or setting at liberty of F.N. of S. in the said County Widow, being arrested and imprisoned upon a *Capias ad satisfaciendum* out of the Court of Common-pleas at Westminster for 60 l. debt, and 50 s. and 4 d. costs at my Sute returnable a die Pasche next ensuing last past. In witness whereof, I have hereunto

unto set my hand and seal the 21 day of May, Anno Dom. 1627.

An Assignment of a Statute, by an executor, to two of the Creditors of the Testator, in lieu and satisfaction of their Debts of the same value, singularly well drawn.

THis Indenture made, &c. between J.C. of the Inner-Temple London, Esquire, Son and Administrator of the Goods and Chattels of W.C. late Citizen and Scrivener of London deceased, of the one part, and M.W. of London Widow, and H.I. of London Gentleman, of the other part. Whereas the said W.C. at the time of his death, stood indebted unto the said M.W. in the sum of 100 l. principal debt, and to the said H.I. in the sum of 200 l. principal debt, besides interest of the said debts; And whereas Sir T.P. of N. in the C. of D. Knight, in and by one recognizance or statute, in the nature of a statute staple, bearing date the 20 day of July, in the ninth year of the Reign of the late King Charles, and made according to the Statute made and proceed for recovery of debts, taking and knowledge before Sir R.H. Knight, then Lord Chief Justice of His Majesties Court of Common Pleas at Westminster, is and standeth bound unto the said W.C. in the sum of six hundred pounds of lawful money of England, payable at the Feast of Saint James the Apostle, then next ensuing, as by the said Statute more at large appeareth. Now this indenture witnesseth, that the said J.C. for and towards the payment and satisfaction of the said debts, doth unto the said M.W. and H.I. hath given, granted, assigned

assigned and set over unto the said M.W. and H.I. their executors, administrators and assigns, the said Recognizance or Statute, and all his right and interest therein, and all actions, extents and executions to be had or prosecuted upon the same, in as large and ample manner and form as he the said J.C. hath, or at any time hereafter may or might have, by force of the said Statute. And further the said J.C. doth by these presents constitute, authorize and make the said M.W. and H.I. his true and irrevocable lawful Attorney and Attorneys, joyndly and severally to sue and prosecute all manner of actions, sures, demands and executions, in and upon the said Statute or Recognizance in the name of the said J.C. his executors or administrators, and to receive or recover the said summe of 600 l. in the said Statute mentioned, and all other summe and and summes of money, benefit and advantage, which shall or may lawfully be had or gotten upon the said Statute or Recognizance, authorizing them, and every of them by these presents to retain all such Counsellours and Attorneys, for the executing of the said sures, extents and executions, as shall be required for the following and furthering of the same, and to do and execute all and every other lawful act and acts whatsoever, which shall be meet and expedient in and about the premises; and the said J.C. doth for himself, his executors and administrators, covenant, promise and grant, to and with the said M.W. and J.H. that he the said J.C. his executors and administrators, shall and will permit, suffer, allow, justifie and maintain, all such lawfull actions, sures, extents and executions, as the said M.W. and H.I. or any of them, their executors or assigns, shall and will sue or prosecute, for the levying, taking and receiving of the said sum of 600 l. contained in the said Statute, in

in the name of the said J.C. his executors or administrators, and that all sum and sums of money, recoveries and executions to be had and obtained upon the same by any Sute, Action or Execution, or otherwise, shall be to the only use of the said M.W. and H.I. to be divided betwixt them proportionably according to their several debts, in as large and ample manner and form as the said J.C. might have had the same, and that the said J.C. hath not, nor he, his executors or administrators, shall not at any time hereafter release or discharge the said debt contained in the said Statute, nor any action, extent or execution to be had upon the same, nor do any act or acts in prejudice of the same: And further, that he the said J.C. his executors and administrators, shall at any time during the space of two years next after such time as the said Statute shall be executed by way of extent, make or cause to be made to the said M.W. and H.I. their executors, administrators and assigns, to the only use and behoof of them the said M.W. and H.I. as aforesaid, upon reasonable request, and at the costs and charges in the Law of them the said M.W. and H.I. their executors, administrators or assigns, all such reasonable assurance and conveyance of the Land which shall be extended and put in execution upon the said Statute, as shall be reasonably devised by the said M.W. and H.I. or either of them, their executors, administrators or assigns, or their, or any of their Council learned in the Law, discharged of all incumbrances done by the said J.C. his executors or administrators. In witness, &c.

PRE



PRESIDENTS

FOR

Bills, Answers, Replications, Demurrers, Rejoynders, &c. in Chancery.

A Bill to be relieved against Bonds, being but a Surety, and for obtaining an Injunction.

To the Right Honourable the Lords Commissioners of the Great Seal of England.

IN all Humbleness Complaining, sheweth unto your good Lordships, your daily Orator, I, S. &c. That whereas about a year now last past, your said Orator having but lately before attained to his full Age of 21 years, and being in possibility of good means from his Father, was inveigled and drawn in by one I. H. of L. Goldsmith, and one G. B. whom the said H. used for his Instrument therein, and did at their solicitations and persuasions, and upon their promises to supply your Orator with money for his then present occasions, enter into, and become bound, together with the said B. and one L. L. then a stranger to your Orator, unto the said I. H. and by two several Bonds of Obligations, the one of them bearing date in or about, &c. be-
 u ing

ing of the penalty of 20 l. with condition for the payment of 100 l. or thereabouts, at Six Months then following, or some other time in the said condition mentioned, now long since past, and the other of the said Bonds bearing date, &c. at the the time of entring into which said Bonds, your Orator was confidently told and promised, as well by the said G. B. as by the said I. H. that he your said Orator should have for his own use, all, or the greatest part of the money mentioned in the several conditions thereof, and that he should not be compelled to repay unto the said I. H. any more money, but only so much as he should receive upon the security of the said Bonds, and the interest thereof, after the rate allowable by the Statute, and that he should not be troubled with any payment, until he well were enabled by his Fathers Means to discharge it, which moved your Orator the more willingly to enter into the said Bonds, he presuming that he should have had his want of ready money supplied thereby; but after your Orator had entred into, sealed and delivered the said Bonds, he could not get, nor did receive of or from the said I. H. the Obligee, or any other, any money at all, or other thing whatsoever, nor was there any money at all, or other thing of any value disbursed, paid or delivered by the said I. H. upon, for or in respect of the said Bonds so entred into, or either of them; but if any money or commodities were disbursed or delivered for or upon the said Bonds, then was it of small value, and that received only by the said G. B. who either converted the same unto and for his own private use; or else paid it back and restored it to the said I. H. or whatsoever it were, howsoever disposed of, yet had not your Orator ever any penny, or part thereof, and thereof your Orator presumed he should not have been any way troubled, sued or molested, up

on or by reason of the said Bonds, or either of them, he having not received the money, or any part thereof, for which the same were intended, nor any consideration at all, for, or in respect of such his entering into the said Bonds, but was greatly disappointed for want thereof, to his no small hindrance, as was and is well known both to the said I. H. and G. B. whom after the entering into the said Bonds, your Orator often solicited for the money thereupon promised unto him, and they as often delayed him with promises thereof, but to this day your Orator never had, nor could get from them, or either of them, any money, commodities or other considerations whatsoever, and so was meerly abused by them therein. Yet now so it is, may it please your good Lordships, that the said I. H. and G. B. intending to make a prey of your Orator, and having to that end drawn him into the Bonds aforesaid, and being combined and considered to lay upon him the whole burthen and penalty thereof, have, the better to effect the same so plotted, as that the said G. B. who was and is privy to the whole management of the business before mentioned, and whom the said H. used as his Instrument to draw your Orator into the said Bonds, hath lately, since the money mentioned in the Conditions thereof, become thereby due, absented himself with the privy, and by the procurement of the said H. and liveth now in remote and obscure places unknown to your Orator, but well known to the said I. H. who while the said B. was here present, never demanded of your Orator any money at all, nor any way questioned him upon the said Bonds, or either of them; but now the said G. B. (who could detect his dealing in the pretences) being absent, and kept out of

the way, he the said I. H. upon advantage therein, and in pursuance of their plot aforesaid, doth now pretend and give out in speeches, that the said Bonds were real Securities, and entred into for just debts, and that your Orator, and the said B. B. and I. I. or some one of them, had of him the said H. Money or Commodities of the value of money mentioned in the Conditions of the said Bonds, which money he pretendeth to be still unsatisfied, and the said Bonds thereby forfeited; and thereupon he the said I. H. hath of late arrested your Orator, and commenceth, or threatneth to commence and prosecute several Sutes against him at the Common Law upon the said several Bonds, and sparing the said G. B. (whom he hath purposely absented) bendeth all his force agianst your Orator; and albeit he the said I. I. hath received satisfaction of and from the said B. B. and I. I. and of and from some others in their use, or in their behalf, of and for all the money and Commodities, if any other were lent and delivered by him upon the said Bond, and knoweth well, that your Orator had never any part of such money or Commodity, nor any consideration at all, for or in respect of his entring into the said Bonds, but was merely drawn thereunto upon the promises aforesaid, which were never performed unto him; yet he the said I. H. continueth still his sute, and threatnings of sute against your Orator at the Common Law upon the said Bonds, with intent to recover of him the whole penalties thereof: and the said B. B. giveth way and furtherance thereunto, and will take no course to free and discharge your Orator thereof, nor will the said I. H. seek for satisfaction as he ought (if any be due unto him at the hand of the said B. B.) nor discover where the said B. B. is, but both of them by a joint confederacy

between them, intend to lay upon your Orator the whole burden and penalties of both the said Bonds, and then to share and divide the same between them, contrary to all rights and rules of Equity, and to your said Orators apparent wrong and insupportable hindrance, unless he may find redress for the same before your Lordships in the justice and equity of this Honourable Court. Intender consideration whereof, and of all the aforesaid premises, and for that your Orator is void of all remedy by the course of the Common Laws of this Land, to relieve himself in the said premises, and cannot there plead the matter of Equity before alledged, nor any other sufficient Plea in Bar, or be discharged of the said Bonds, and of the Suresthere commenced and threatned against him thereupon, nor can thereby compel the said B. B. to take any course for your Orators discharge of the said Bonds, and there enforce him and the said I. H. to perform and make good unto your Orator their promises aforesaid, for that your Orator hath no such precise proof of the said premises by Witnesses now living and extant, as the Common Law in such cases requireth; but your said Orator is for all those matters before your Lordships in course of Equity properly to be relieved, where he hopeth the said I. H. and B. B. will upon their Oaths, if they may be thereunto called, confess their said promises, and the premises to be true in such sort, as aforesaid; or if they shall deny the same, that yet your Orator shall be able to make such proof thereof by circumstances as may in Equity move your Lordships to relieve him therein: Therefore and to the end the said I. H. and B. B. may upon their Oaths declare, and set down what, and how much money or commodities, and what sorts, and value the

said P. H. disbursed, lent or delivered upon the security of the Bonds aforesaid, and when and to whom, and whether he had the same, or any part, and what part thereof back again, and what other satisfaction he the said I. H. hath received for or towards the said Bonds, or the money mentioned in the Conditions thereof, and for whom, and to the end that the said I. H. and G. B. may be ordered to discharge your Orator of and from the said Bonds, and that all Sutes at the Common Law thereupon against your Orator may be stayed, that the matters concerning the same may be here determined in and by this Honourable Court, according to Equity: May it please your good Lordships, the premisses considered, as well to grant unto your said Orator Process of Injunction to be directed to the said I. H. commanding and enjoining him, his Counsellors, Attorney or Agents and Solicitors, thereby to surcease and stay all Sutes and further proceedings at the Common Law, against your Orator upon the Bonds aforesaid, or either of them, until the matters of Equity concerning the same be heard and determined in and by this Honourable Court; As also to grant unto your Orator process of *Subpoena*, &c.

A Bill of Revivor.

Humbly complaining, &c. R. W. of, &c. brother and heir of W. W. late of W. &c. That whereas the said W. W. in his life-time, viz. in *Easter-Term*, in the Fourth year, &c. exhibited his Bill of Complaint in this High and Honourable Court of Chancery before your Lordships, the tenor whereof followeth in these words, To the Right Honourable, &c. (recite the whole Bill *verbatim*.) And the said W. C. being accordingly served with Process of *Subpoena*, issuing out of this Court, appeared in the said Term, &c. and upon his

his Corporal Oath, then and there made his answer to the said Bill of Complaint, which answer remaineth upon Record in the Honourable Court, whereunto your Orator, concerning the particular matters and circumstances therein contained, prayeth, that he may refer himself for more certainty *(and then in brief shew all the further proceedings in particular)* since which time, may it please your good Lordships, that the said W. W. dyed, whereby the said Bill, Process and whole proceedings thereupon are abated, and yet nevertheless the whole right, title and interest of him the said W. W. in all the said Messuages and Lands, by his death, are lawfully descended and come to your Orator, as brother and next heir unto the said W. W. so that your Orator in equity ought to have such remedy, benefit and advantage against him the said W. C. for all the said Lands, &c. as the said W. W. might have had at any time in his life-time: May it therefore please your good Lordships, the premisses considered, that the said bill, answer, replication, depositions, orders and certificates, and the whole process and proceedings upon all and every of them, may be revived and stand in such state for your Orator against the said W. C. and his heirs, to all intents and purposes, as the same were for the said W. W. at the time of the death of him the said W. W. and that your Orator may thereupon have such and as great benefit and advantage against him the said W. C. as your Orators said brother W. W. might have had at the time of his death; and likewise that it may please your good Lordships, to grant unto your Orator process of *Subpoena*, &c.

The beginning and conclusion of a single Answer.

THE said Defendant saving and reserving to himself, now and at all times hereafter, all benefit of exception unto the incertainties, insufficiencies and imperfections in the said Bill of Complaint contained, for a full, plain, perfect and direct answer unto all and every the matters, allegations and things which are in the said Bill of Complaint contained in any sort or wise, material or effectual in the Law for this Defendant to answer unto, saith, &c.

The Conclusion.

Without that, that any other matter or thing in the said Bill of Complaint contained, material to charge this Defendant withall, or effectual by him to be answered unto, and not hereby sufficiently answered unto, confessed or avoided, traversed or denied, is true in such sort, manner and form, as herein before is expressed: All which, this Defendant doth and will be ready to aver, maintain and prove, as this Honourable Court shall award; and humbly prayes to be hence dismissed with his reasonable costs and charges in this behalf wrongfully sustained.

A Plea and Demurrer.

THE said Defendant by protestation, not confessing or acknowledging any matter or thing in the said Bill of Complaint contained, laid to the charge of this Defendant, to be true in such manner and form as is therein set forth: Saith, that the said Bill doth contain therein against this Defendant (as he is by his Council advised) many apparent imperfections, incer-

mistakes and insufficiencies, such as do afford unto him
 just cause and matter of exceptions, to plead in Bar, of
 the Plaintiffs further proceedings against him in this
 Honourable Court, thereupon the benefit and advan-
 tage of exception, whereof this Defendant apprehend-
 ing, accordingly saith, first for answer to so much of the
 said Bill as is material to charge him withall; That he
 beareth it to be true, &c. (Answer what is necessary to
 be answered to the Plaintiffs Bill.) And as unto the ac-
 count which the Plaintiff by his said Bill demandeth of
 this Defendant, and to all other the matters of the said
 Bill not before hereby answered unto, he this Defen-
 dant for and by way of Demurrer thereunto saith, &c.
 And for all these matters, causes and reasons before al-
 ledged, and for divers other apparent incertainties and
 insufficiencies in the said Bill, doth under favour of this
 Honourable Court demurre in Law unto and up-
 on all those points of the said Bill not before an-
 swered unto, and demandeth judgment of this
 Honourable Court, whether the premises standing in
 state, as is before alledged, he this Defendant shall be
 compelled to make any other or further answer there-
 unto; and whether the Plaintiff shall be admitted to
 any relief, examination of Witnesses, or further pro-
 ceedings against this Defendant in this Honourable
 Court thereupon, whose judgment therein this Defen-
 dant humbly expecteth, and most humbly prayeth to
 be dismissed, &c.

*A Certificate for a Forma Pauperis in Chancery.**To the Right Honourable the Lords Commissioners for
the Great Seal of England.*

MAY it please your Honours to be advertised by us, whose names are here under-written, That to our knowledge A. C. of, &c. is a very poor Woman, and not worth 5 l. and there being a Sute in Chancery lately commenced against her by one R. B. the same, besides, her trouble is like to bring upon her great expence, and unless the same may be prevented by your Lordships favour, by admitting of her in *Forma Pauperis*, the defence of such Sute otherwise is like to tend to her undoing. The Consideration of all which, we humbly leave to your Lordships further consideration, and do rest,

*At your Honours or Lordships
Comands.*

An Affidavit for the same.

I S. of, &c. makerh Oath, that he verily believeth that A. C. of, &c. is not worth 5 l. of her own proper goods (her debts being paid) and she is very lame and by reason of her infirmity, not well able to travel to *London* about such Sute as is prosecuted against her by one R. C.

*Swat. 20. die M.
I. M.*

*The Petition on the same.**To the Right Honourable, &c.**The humble Petition of A. C. of, &c. widow, Defendant to the Bill of Complaint of R. B. Complainant.*

Sheweth, That your Petitioner is a very poor Woman, and not worth 5 l. as may appear by the Certificate hercunto annexed of sundry persons of Quality, to whom her poverty is well known; and there being this last Term a long Bill exhibited by the Plaintiff in Chancery against her for and concerning, &c. and other things of like nature, she in respect of her poor estate shall not be able to answer or defend that Suite, unless your Lordships be pleased to admit her *in Forma Pauperis*, to be sued and sue concerning the same.

Wherefore your Petitioner doth humbly desire, that your Lordships in consideration of her poverty, (she being not able to travel) would be pleased in that behalf to admit her *in Forma Pauperis*, and to assign Master G. and Master T. to be of her Council, and Master M. to be her Attorney, and she shall ever pray, &c.

Ans. Upon the Certificate and Affidavit of Poverty annexed, let the Petitioner be admitted to sue, and be sued *in Forma Pauperis*, as is desired.

T. G. &c.

The Form of the Title of a second Answer to be made upon a Report, &c.

THE further answer of A. B. one of the Defendants to the Bill of Complaint of C. D. Complainant,

nant according to the report of E. F. one of the Masters of this Court, made the 17 day of *J.* and of an Order of this Court of the 8 day of this instant month of *Apr.* 1664.

The said Defendant in obedience of the said Order, and for further satisfaction of this Honourable Court saith, &c.

All which matters and things, he this Defendant doth and will be ready to aver and prove, as this Honourable Court shall award, and prayeth as in his former.

The Form of Rejoinder.

THE said Defendant saving to himself now and at all times hereafter, all and every the advantages, exception to the incertainties and insufficiencies of the said Replication, for Rejoinder saith, That he will aver and prove that his said answer by him put into this Honourable Court, to the Bill of the Plaintiffs is very true, certain and sufficient in the Law, and that all and every the matters, articles and things therein contained are true, in such sort, manner and form, as in and by this Defendants said answer they are truly set forth and declared; without that, that any other matter or thing material or effectual in the Law to be rejoined unto the said Replication contained, and herein not well and sufficiently confessed or avoided, traversed or denied, is true; All which matters and things this Defendant doth and will aver and prove, as this Honourable Court shall award; and therefore prayeth, as in and by the said answer he hath already prayed.

Another Petition for admittance in Forma Pauperis.

Humbly sheweth, that D. Q. I. S. and others, have much wronged and oppressed your Petitioner, to his utter undoing, as may appear by several writings extant to be shewn; and because his adversaries are rich and powerful, and your Petitioner poor and distressed, he is unable to contend in Law for his relief.

Now for that your Petitioner is not worth five pounds in all the world (his debts paid) he most humbly beseeching your Lordships to admit *in Forma Pauperis*, in this Honourable Court against the said parties and others, appointing him such for his Council, and such for his Attorney, as your Lordships shall think meet, and your Petitioner shall pray, &c.

A Warrant upon a Reference to a Master.

20 Janii.

1663 Inter W. O. quer. & R. G. Defend.

By vertue of an Order of the 30 of M. last past, I have appointed to consider of the matter to me referred on T. next, at four of the Clock in the Afternoon, at my Chamber in, &c. whereof let the said Plaintiff, his Clerk or Solicitor have notice, to the end they may then and there attend, and with Council if they please.

L. G.

*An Affidavit for serving a Subpoena. Inter L. G.
Quer. & R. W. Defend.*

I G. of S. in the County of, &c. maketh Oath, that on, &c. of this present February, he personally served a Subpoena out of the Honourable Court of Chancery under Seal on R. W. of, &c. by delivering the same (or the Label or body) &c. at his house unto the wife of the said R. W. by which Subpoena he was to appear at the Suite of L. L. of, &c. and was returnable the first of this present month of, &c.

Jurat. 6. die Febr. 1633.

L.P.

A Replication.

*The Replication of T. E. Plaintiff to the answer of
G. C. Defendant.*

THE said Repliant, saving unto himself now, and at all times hereafter, all and every the advantages and exceptions, to the Incertainty and insufficiency of the said answer, for replication thereof saith, That he will aver and prove, that his said Bill by him exhibited against the Defendant into the Honourable Court, is true, certain and sufficient in the Law to be answered unto, and that all and every the matters, articles and things therein contained are true in such manner and form, as in and by the said Bill is set forth, and that the answer of the Defendant is uncertain and untrue, and insufficient to be replied unto, without that, that any other matter or thing material or effectual in the Law contained in the said answer to be replied unto, and hereby

replied unto, confessed and avoided, traversed or denied is true, all which matters and things, the said Plaintiff is, and will be ready to aver and prove, as this Honourable Court shall award, and therefore he doth pray, as formerly by his said Bill he hath already prayed.

An Affidavit that the Defendant cannot answer without the sight of Writings in the Countrey.

R. G. Quer. & M. D. vs. J. G. & al. Defendants.

THE said Defendant W. O. maketh Oath, that upon perusal of the Plaintiffs Bill, he finds he cannot make direct and perfect answer to the same, without the sight of certain writings, which are in the County of H. about Thirty miles distant from this Court: And further deposeth, that his wife is at this present so sick and weak, that she is not able to make her personal appearance in the Court without danger of her life.

Forat. 27. die M. 1893.

The Form of an Administrators Accompts.

THE Accompt of L. S. &c. Administrator of all and singular the Goods and Chattels of R. S. of, &c. his brother deceased, as well of and for such and so much of the same Goods and Chattels as came to his hands, as of and for his payment and disbursements out of the same, as followeth, &c.

The said Accomptant chargeth himself with all and singular the Goods and Chattels of the said deceased, specified in an Inventory thereof made and exhibited into the Registry of the Prerogative Court of

of *Canterbury*, amounting, as by the same Inventory appeareth, to the sum of ————
 And petitions for allowance, as follows.

Imprimis, The said Accomptant desireth allowance of the several charges of the said deceased, as followeth, viz. &c. amounting one way and other, as this Accomptant hath them in particulars to the sum of ————

Item, The said Accomptant desireth allowance of certain debts due by the deceased at his death, which this Accomptant hath since his death paid and discharged, that is to pay and discharge, as followeth; viz. Imprimis, to such a one ————

The leading of an Inventory.

A True Inventory of all and singular the goods, chartals and credits of R. S. Gentleman, deceased, praiſed at L. the date of, &c. by I. T. &c. as followeth.

Imprimis, his purse and apparel ————

Item, his books ————

Item, the annuity of A. B. ————

Item, the Reversions of N. Close ————

Summe ————

Item, one R. and E. ————

Debts ————

Item, Debts owing him ————

Item, desperate Debts ————

Summe ————

An answer to a Bill to be relieved against 8 l. per centum, for money left in the hands of a purchaser paid for after that rate.

The several answers of I. L. one of the Defendants to the Bill of Complaint of S. C. Esq; Complainant.

THE said Defendant, now and at all times hereafter, saving to himself all advantage and benefit of exception to the uncertainties and insufficiencies of the said Complainants Bill of Complaint, for answer thereunto he saith, True it is, that in November, &c. he this Defendant, together with his brothers, F. L. and W. L. did bargain and sell unto W. C. in the Complainants Bill named, and to his heirs, the scite of the Capital Messuage or Farm of C. with the appurtenances, in the County of O. in the Bill mentioned, with other lands and premisses, for which the said W. did covenant and agree to pay the sum of Six thousand pounds, as in the Complainants Bill is mentioned; One thousand pounds whereof the said W. C. was by agreement to keep in his hands, being part of the purchase money for the benefit and behoof of B. L. widow, this Defendants mother, and for the Defendant F. L. this Defendants brother, and to such person or persons, and to and for such use and uses as the said F. should nominate and appoint, to the intent that the said B. in consideration of the said One thousand pounds remaining in the hands of the said W. C. should receive Four score pounds *per annum*, in respect of her releasing of her Joynture of and in the premisses, which was to be paid every half year unto the said B. for and during her natural life, in case the said F. L. lived, who is Survivor,

and after her decease, the said Fourscore pounds *per annum*, to be paid to the said Defendant F. L. for and during his natural life, and to such women as he should take to wife, in case the said F. married and dyed before such a wife, for and during her natural life, for and in lieu of her Joynture, with divers other covenants and conditions contained in an Indenture made the, &c. between the said B. L. and F. L. on the one part, and the said W. C. on the other part, to which this Defendant in all things referreth himself, as therein more at large the same doth and may appear. And amongst the rest it is covenanted and agreed between the parties to the said Indenture, that after the death of the said F. and of his said wife, if he did marry, then the said One thousand pounds to remain to the issue of their two bodies lawfully begotten; and if they have no issue then living, then the said One thousand pounds is to go according to the true intent and meaning of the said last recited Indenture: and if the other Defendant R. L. this Defendants second Brother should happen to dye, surviving the said F. then the said One thousand pounds is to remain in the hands of the said F. for ever; and for the better securing of the payment of the said Fourscore pounds *per annum*, and of the said One thousand pounds, the said W. C. in and by the said last recited Indenture, did grant, bargain, sell, enfeoff and confirm unto the said B. this Defendants Mother, and to the said F. L. his heirs and assigns for ever, all that piece or parcel of pasture-ground lying in C. aforesaid, commonly called or known by the name of, &c. then in the tenure or occupation of this Defendant, to which said Indenture this Defendant referreth himself, as will more at large appear. And this Defendant saith, that the said W. C. well knowing that he was thereunto bound by this agreement, during his life-time

did justly and truly pay the said Fourscore pounds *per annum*, unto the said B. & his Defendants mothers, by half-yearly payments during her life-time, who dyed about, &c. since, &c. and by and after the decease of the said F. L. & his Defendants Brothers, by the advice and counsel of the Complainant himself, by this Deed of Assignment with a Letter of Attorney bearing date the, &c. did for and in consideration of the sum of Eight hundred and threescore pounds, part of the said purchase money which the said F. L. did agree to pay unto this Defendant, in respect this Defendant joined in the sale of the said Mannor, Lands and Premises, and did enter into a Bond of Fourscore pounds for payment thereof, and of other monies to this Defendants Brother accordingly, did grant and assign unto this Defendant, and his heirs and assigns, the said Fourscore pounds *per annum*, during the life of this Defendants said Brother F. as in and by the said Deed of Assignment (relation being thereunto had) at large the same doth and may appear. And this Defendant saith, that after the said Assignment so made unto this Defendant, the said W. C. did by himself and his servant, and other on this behalf during all his life-time, pay the said Fourscore pounds *per annum* to this Defendant: and this Defendant is perswaded, had not the said W. C. well known that the said Fourscore pounds *per annum* was due to have been paid by him; that he would not have paid the same to this Defendant. And this Defendant saith, that after the death of the said W. C. I. C. his son and heir, or some other on this behalf did pay the same unto this Defendant, and this Defendant believeth the Complainant hath some conveyance of the said premises from the said I. C. but for what consideration this Defendant knoweth not, and saith, that the Complainant himself sithence the said purchase hath paid the same to this Defendant, and therefore this De-

pendant conceiveth that he is unjustly troubled touching the premisses. And this Defendant saith, that therefore (under favour) this Defendant conceiveth, that the said Fourscore pounds *per annum*, and also the said one thousand pounds, secured by part of the premisses bargained and sold, as aforesaid, it being so long before the Statute made for reducing interest money from Eight to six in the hundred, and the same Fourscore pounds *per annum*, being (as this Defendant conceives) due as parcel of the Contract for the said Lands assigned over to this Defendant for great and valuable considerations, the same shall not now be infringed, broken or repealed, for the causes in the Bill mentioned, or for any causes whatsoever; the rather, for that this Defendant and his brother, upon the considerations and conditions aforesaid, did bargain and sell the said Mannors, Lands and premises at an undervalue; without that, that any other matter or thing in the said Bill of Complaint contained material or effectual in the Law, for this Defendant to make answer unto, and not herein before sufficiently answered unto, confessed and avoided, traversed or denied, is true in such manner and form as in the said Bill is alledged; and this Defendant prayeth to be dismissed out of this Honourable Court, with his reasonable costs and charge in this behalf most wrongfully sustained.

The beginning and conclusion of a Bill in Chancery, To the Right Honourable the Lords Commissioners of the great Seal of England.

S Heweth unto your Lordships, your Orator E. L. of the City N. in the County of W. Gentleman, and M. his wife, whereas, &c. The conclusion. May it therefore please your good Lordships to grant to your said Orator of *Subpœna*, to be directed unto the said W.C. thereby

thereby commanding him (or them, and every of them) at a certain day, and under a certain pain therein to be limited, personally to appear before your Lordships in this high and honourable Court of Chancery, to answer the premisses, and further to stand unto and abide such order, direction and award concerning the same, as unto your Lordships shall seem meet; and your Orators shall daily pray for the long continuance of your Lordships prosperous estate.

A Lease of a Mill.

THis Indenture made, &c. between Sir T. C. of, &c. Knight, and L. his wife, of the one part, and T. A. of, &c. of the other part, witnesseth, That the said Sir T. C. and L. for and in consideration of the rent and covenants hereafter in these presents expressed, and also for divers other reasonable considerations them thereunto moving, Have demised, granted, and to farm-letten, and by these presents do for them, their, &c. demise, grant and to farm-let unto the said T. A. all that their Grist, Water-Mill and Mills, being two Grist-Mills under one Roof, commonly called or known by the name of S. Mill, with the appurtenances, situate and being in the Parish of, &c. - sometimes in the tenure or occupation of one E. D. and now or late in the tenure or occupation of N. C. or his assigns, and the ground and soil whereupon the said Mill and Mills do stand, containing by estimation one fourth part of an Acre, be it more or less, and also all the site of Mill, as well customary as conventional of all the Tenants of that Mannor of D. in the said County, and all the toll and custom for grinding of all the Corn and grain whatsoever, as well of

all the Tenants and Under-tenants of the said Mannor, now being, or which hereafter at any time shall be, during the term by these presents demised, as of all the Inhabitants now dwelling or abiding, or which hereafter shall dwell or abide within the said Mannor of D. aforesaid, and also all toll, benefit and custom for grinding of Corn and grain whatsoever, and also all and singular Hed-wares, and Mill-ponds, and the Soil whereof the said Hed-wares and Mill-ponds do stand and are builded, and all Hed-wares hereafter to be builded, and the Soil and Earth thereof, and all Mill-pools, Mill-dams, Stanks, Banks, Ponds, Streams, Water, Water-courses, Rivers, Fishing, Fishing-places, Wayes, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments and Appurtenances whatsoever to the said Mill, and other the premisses by these presents demised and granted, or any of them, or to any part or parcel thereof incident, belonging or appertaining, or with the same now or at any time heretofore let, used, occupied, had, taken, reputed or enjoyed. To have and to hold the said Mill, and the ground and soil thereof, with the appurtenances, and the said Seire or Mill of all the Tenants of the said Mannor, and the said toll and custom of grinding of all Corn and grain of the said Tenants and Inhabitants aforesaid, and all toll and custom of grinding of all Corn and grain whatsoever, and the said Wares, Mill-dams, Mill-ponds, and the ground and soil thereof Mill-pools, and Stanks, Banks, Rivers, Streams, Wayes, Passages, Fishings, and all and singular other the premisses herein before mentioned, or intended to be hereby demised and granted, and every part and parcel thereof, with the appurtenances, unto the said T. A. his executors, administrators and assigns, from the Feast-day of, &c. last past, before the date hereof, for and during, and unto the full end and term of, &c. from thence next ensuing, and

and fully to be compleat and ended; yielding and paying therefore yearly during the said term, the yearly rent or sum of, &c. at two of the most usual Feasts or terms of payment in the year, that is to say, at the Feast, &c. by even and equal portions, the first payment thereof to begin and to be made at or on the Feast-day of, &c. next ensuing the date hereof: and if it shall happen the said yearly rent of, &c. or any part thereof to be behind and unpaid by the space of 14 dayes next over or after any of the said Feasts or dayes of payment, wherein the same ought to be paid, as aforesaid, being lawfully demanded, that then and from thenceforth, and at all times afterwards, it shall and may be lawful to and for the said T. C. and D. his wife, or either of them, their or either of their heirs, executors, &c. into the said demised premisses, and every part and parcel thereof to re-enter, and the same to have again, detain and possess, as in his, her or their first and former estate; and the said T. A. his, &c. thereout and from thence utterly to expel, put out and amove, these presents, or any thing herein contained to the contrary thereof in any wise notwithstanding. And the said T. A. for himself, his, &c. and for every of them, doth covenant, promise and grants, to and with the said Sir T. C. and D. &c. by these presents, in manner and form following: That is to say, That he the said T. A. his, &c. shall and will from time to time, during the said term of, &c. hereby granted, do and make his and their sure and service, for and in respect of the premises, to the Court and Courts of the said Sir T. C. and D. and their heirs, to be kept and holden within the said Manor of D. upon such reasonable warning as there is given or used, or else in default and neglect thereof, shall and will yearly during the said term, pay, or cause to be paid unto the said Sir T. B. and D. and their heirs, the sum of, &c. if it be demanded; and the said T. A. doth

for himself, his, &c. further covenant, promise & grant to and with the said Sir T. C. and D. that he the said T. A. his, &c. within the space of three years next ensuing the date thereof, shall and will at his and their own proper costs and charges, lay out, disburse and bestow upon, about and in repairing, bettering and amending the said Mill or Mills before hereby demised, where most need shall be required, the sum of, &c. and also that he the said T. A. his, &c. at his and their like proper costs and charges shall and will well and, &c. repair, amend, maintain, uphold and keep the said Mills to be repaired and amended, as aforesaid, and all other the afore demised premisses, with the appurtenances, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, when and as often as need shall require, during the said term, and the same Mills, and other the premisses, with the appurtenances, so being well and sufficiently repaired, upholden and amended in the end or other determinations of this present Lease, shall and will leave and yield up unto the said Sir T. C. and D. or one of them, their or one of their heirs or assigns. And the said T. A. for him, his, &c. doth likewise covenant and grant to and with the said, &c. that he the said T. A. his, &c. shall and will well and truly pay, or cause to be paid to the said, &c. his, &c. the said yearly rent of, &c. in manner and form as is before in these presents expressed, limited and declared. And the said Sir T. C. and D. do for them and their heirs and assigns, covenant and grant to and with the said T. A. his, &c. that in case any of the Tenants or Inhabitants of the said Mannor of, &c. shall and do at any times during the said term hereby granted, withdraw or surcease to do suit of Mill to the said Mills, or to bring and carry, or cause to be brought and carried their Corn and grain whatsoever to the said Mill or Mills by these presents demised, thereto have the same ground,

ground, or shall carry the same to any other place or places, to any Mill or Mills to be ground, then the Steward or Stewards of the said Mannor for the time being, shall and will upon all and every the presentment and presentments thereof, make, set and impose upon every such Tenant and Tenants and Inhabitants, so withdrawing, and not doing his, or their suit or suits of Mill to the said Mill or Mills, such lawful or reasonable Fine and Fines, Amerciament and Amerciaments from time to time, as in such case is lawful and usual, and the same fine or amerciament so imposed, shall receive or levy, and being so recited or levied, pay and deliver the same, or so much thereof, as the said T. A. his &c. shall be prejudiced or damaged by reason of such withdrawing, as aforesaid, unto the said T. A. his &c. And lastly, the said Sir T. C. and D. for them, their, &c. do covenant, promise and grant to and with the said, &c. by these presents, that the said T. A. his, &c. and every of them, for and under the payment of the said yearly rent of, &c. above by these presents reserved in manner and form aforesaid, and performing, fulfilling and keeping, singular the covenants, grants, articles, clauses and agreements before in these presents contained, which on his and their parts are and ought to be observed, performed, fulfilled and kept, shall and may lawfully, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said demised premisses, and every part and parcel thereof, with their and every of their appurtenances, without lawful let, suite, trouble, eviction, ejection, molestation or interruption whatsoever of them the said T. C. and D. or either of them, their or either of their heirs or assigns, or any of them, or any other person or persons whatsoever claiming or to claim from, by or under him, her, them, or any of them, or for or by reason of his, her, their or any either of their acts, titles, means, assent, consent or procurement. In witness, &c.

A single Obligation from one to one.

K Now all men by these presents, That I A.B. of the Parish of D. in the County of E. Husbandman, do stand, and am firmly bounden and obliged to F. G. of H. in the County of E. Yeoman, in the sum of fifty and one pounds and ten shillings of good and lawful money of *England*, to be paid to the said F. G. or his true and lawful Attorney, executors or administrators, to the which payment well, faithfully and truly to be paid, I do bind me, my heirs, executors and administrators firmly by these presents, sealed with my seal. Dated the fifth day of *October*, in the year of our Lord God, One thousand six hundred fifty and one.

An Obligation from two to one.

K Now all men by these presents, That we A.B. of the Parish of C. in the County of E. Gentleman, and F. G. of the Parish of H. in the County aforesaid, Esq. do stand and are firmly bounden and obliged unto Sir H. I. of the Parish of K. in the said County of E. Knight, in the sum of One hundred and three pounds of good and lawful money of *England* to be paid to the said Sir H. I. or his true and lawful Attorney, executors and administrators; to the which payment well and truly to be made, we bind our selves, and either of us by himself jointly and severally for the whole, and in the whole, our and either of our heirs, executors and administrators, and every of them firmly by these presents, sealed with our seals. Dated the tenth day of *September*,

tember, in the year of our Lord God, One thousand six hundred fifty and one.

An Obligation from three to one.

K Now all men by these presents, That we A. B. of C. in the County of D. widow, E. F. of G. in the said County single-woman, H. I. of G. aforesaid, in the said County Mercer, do stand and are firmly bound and obliged unto K. L. Citizen and Merchant-adventurer of London, in the sum of 400 l. of good and lawful money of England, to be paid to the said K. L. or his true and lawful Attorney, executors and administrators; to the which payment well and truly to be made, we do bind us, and every and either of us jointly and severally, for and in the whole, our and every and either of our heirs, executors and administrators, and every of them firmly by these presents, sealed with our seals. Dated the fifteenth day of *October*, in the year of our Lord God, One thousand six hundred fifty and one.

A Condition for replevying Goods.

W Hereas the above-named G. S. by virtue of his office, as Steward or Clerk of the Mannor, &c. upon several complaints and allegations of the above-bound T. H. hath granted forth several precepts for the replevying of divers and sundry of the Goods and Chattels, &c. detained by one, &c. Now therefore the Condition, &c. that if the said, &c. do with effect prosecute the action which he hath commenced, against the said, &c. concerning the said Goods, and shall also make

make due return of the same, if return by Law shall be adjudged, and him the said G. S. from time to time, and at all times hereafter, do and shall save, defend and keep harmless and indemnified, against all men concerning the said Goods and Chattels, and the several Replevies therefore granted; That then, &c.

Another Condition for replevyng of Cattel.

THE Condition of this Obligation is such, That whereas W. H. Gentleman, hath impounded one Mare, two Colts, and two Naggs of the Goods and Carrels of I. P. Clerk at Helwels pound within the liberty of Week regs, and thereupon a Replevin is orderly granted to the Bayliff of the said liberty, for delivery of the said Cattels unto the said I. P. if therefore the said I. P. do and shall follow the suit with effect against the said M. H. for the taking and with-holding of the said Mare, two Colts, and two Naggs, and return the same, if the return thereof shall be so adjudged according to the Statute in that case made and provided, and also save and keep harmless the above-named Sir W. H. Knight, High-Sheriff, his Deputy, Deputies, and other Officers of the same Court, of the said Mannor, for, touching and concerning the granting of the said Replevin of the said Mare, two Colts, and two Naggs, and every thing else concerning the same without fraud; that then this Obligation to be void, and of none effect, or else to remain in full force and vertue.

*A Condition to pay the moiety of the debt when
it shall be received.*

WHereas E. B. of, &c. by one obligation bearing date the, &c. (reciting the Bond) and whereas the moiety or one half-part of the said sum of, &c. is due and payable unto the within-named, &c. as money by him lent unto the said F. and whereas the said, &c. before the en sealing of the same recited Obligation, did consent and agree that the said Obligation should be made only in the name of the said T. L. and the said T. L. to give his Obligation to the said R. G. for the same moiety or half-part of the said debt. Now if the said T. L. his, &c. or any of them, do well and truly pay unto the said R. his, &c. the sum of, &c. at or in, &c. being the moiety of the said, &c. on the, &c. or with as much convenient speed as he the said T. his, &c. can or may, next after he or they, or any of them, shall have received the said sum of, &c. in the condition of, &c. specified, with such interest as shall be due for the moiety thereof. And if the said sum of, &c. shall not be paid at one entire payment on the said, &c. according to the condition of the said Obligation, then if the said his, &c. do and shall well and truly pay unto the said, &c. his, &c. without any delay the moiety of such part thereof, as he or they shall or may receive from time to time, &c. that then, &c.

*Articles of agreement intended, made, concluded, and
fully agreed upon the 10 day of, &c. between E. M.
of, &c. and R. A. of London, Merchant, &c.*

WHereas the said E. M. the day of the date hereof, hath freely given and delivered unto

so the said R. A. the sum of, &c. to the intent and purpose that he the said R. A. shall accept and take into his service to be employed in merchandizing affairs, W. M. son of her the said E. M. in consideration whereof, but more especially at her request, and of the affection that the said R. A. beareth to the said W. M. he the said R. A. is contented and agreed to accept & take the said W. M. to be his servant in merchandizing affairs, and other businesses, and accordingly to employ him therein, not only in *England*, but in the parts beyond the Seas, where the said R. A. now tradeth, or hereafter shall trade, and that for the term or space of Seven years, to be accounted from, &c. next ensuing the date of these presents, &c. and thereupon the said E. M. for herself, her executors and administrators doth covenant and grant to and with the said R. A. his &c. by these presents, that the aforesaid W. M. her son, shall, during all the said term (if he so long live) well, diligently and faithfully to the uttermost of his power and skill, serve him the said R. A. in the Trade of merchandizing, and other his affairs, at such place or places, either beyond the Seas, or on this side, where the said R. A. shall design and appoint him, and without absenting himself out of his said service or employment, or neglecting the same; and that he the said W. M. at all times hereafter, during the said term, shall from time to time, not only receive and take into his charge and custody all and every such goods and merchandizes whatsoever, as by or for the use or account of the said R. A. shall be consigned or sent to him the said W. M. but also sell, utter and dispose of the same goods or merchandizes to the most profit he can for the said R. A. his, &c. and shall also from time to time, and at all times, during the said term, follow and perform all and every such advice, directions, orders, and Commissions, as the said R. A. shall by Letter of ad-
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vice, or otherwise give, send or make known to him the said W. M. in, about or concerning the Factory or Merchandizing aforesaid, and also that he the said W. M. shall at the charges of the said R. A. his, &c. provide and keep in due orderly manner, books of Account touching his said employments in Merchandizing, as aforesaid, according to the custom of Merchants in such cases used, and shall deal justly, truly, plainly and faithfully to and with the said R. A. his, &c. in all and every his accompts, reckonings, bargains, buying, selling, doings and dealings in and about his said employment in merchandizing, as aforesaid, and shall from time to time, once in every six months, or oftner, transmit and send unto the said R. A. his, &c. true accompts and reckonings of all the businesses and dealings of the said W. M. in the premises, and shall also send Letters of advice of the said R. A. so often as conveniently he may or can, of all matters and occurrences that shall necessarily arise concerning his service or employment, and shall also return and come to *England*, and bring all his books of accompts with him whensoever he shall be thereunto advised and required by the said R. A. his, &c. by Letters missive or otherwise: and that the said W. M. shall from time to time upon every reasonable request, not only shew forth all his books of accompts concerning all his doings and dealings, as aforesaid, and make and give unto the said R. A. his, &c. a just, true, plain and perfect accompt and reckoning in writing, of, for and concerning all and every such goods, wares, money, debts and merchandizes whatsoever, as well of the said R. A. for his own proper use, or jointly with any others which shall hereafter come to the hands, charge or factory of him the said W. M. or for which he the said W. M. may or ought to be accountable unto the said R. A. his, &c. And moreover, that he said W. M. shall within, &c. next after the making and giving

giving up every such accompt, as aforesaid, well and truly satisfy, pay and deliver unto the said R. A. his, &c. all and every such goods, wares, monies, debts, merchandizes, specialties and other things whatsoever, as by or upon the foot of the same account shall appear, or be found to be due, coming or belonging to him the said R. A. his, &c. by or from the said W.M. in any manner of wise.

Item, the said E. M. for her self, her, &c. doth covenant, promise and agree, to and with the said R. A. his, &c. by these presents, that she the said E.M. her, &c. at her and their own proper costs and charges shall and will find, provide and allow unto and for her said Son, decent and fitting linnen, woollen, and all other apparel of all sorts fitting for him in his service and employment, during the said term.

Item, the said R. A. doth covenant, &c. to find and provide unto the said, &c. competent and fitting meat, drink, washing and lodging, and all other necessities, (apparel only excepted) during all the said term in witness, &c.

Bonds must be entred into, for performance of the Articles aforesaid.

FINIS.

Gaps in paging (pp. 224-29)

(pp. 272-89), & (pp. 290-92)

Matter complete.

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